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## HAZARDOUS FUELS REDUCTION TREATMENTS

HAZARDOUS FUEL REDUCTION TREATMENTS AND RELATED SERVICES WITHIN THE STATES OF ARIZONA, CALIFORNIA, COLORADO, FLORIDA, IDAHO, KANSAS, MONTANA, NEBRASKA, NEVADA, NEW MEXICO, NORTH DAKOTA, OKLAHOMA, SOUTH DAKOTA, TENNESSEE, TEXAS, UTAH AND WYOMING.

The Government anticipates awarding 3-year indefinite-delivery, indefinite-quantity contract(s) for the services specified. Offers shall be submitted for all difficulty levels listed below that the offeror is in a position to furnish. The proposed unit prices will be used to determine the maximum price of each item number. Task orders will be issued and firms may bid only for line items of work which were awarded as a result of the technical evaluation of the proposal submitted and in position to furnish. In accordance with Department of the Interior and Related Agencies Appropriation Act, Contracting Officers from Bureau of Land Management, Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task orders against this contract.

### AWARD OF CONTRACT(S)

The Government may elect to make multiple contract awards to multiple sources under this solicitation.

### TASK ORDER MAXIMUM DOLLARS

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum order limitation within a 30-calendar day period is \$\_\_\_\_\_.

### PERFORMANCE TIME

Each task order issued under the provisions of any contract resultant from this solicitation will contain a negotiated effective start date for performance of services and a complete not later than date.

### PLACE OF PERFORMANCE

Offerors are required to indicate on the "list of line items" the areas of performance that they are proposing on conducting work. As costs may vary within different areas of a state, the offeror should propose their highest price expected for the entire state.

FOR INFORMATION SPECIFIC TO A PARTICULAR STATE, PLEASE CONTACT:	STATE	STATE(S) BEING PROPOSED ON
Glenn I. Shafer, Phone: 602-417-9367, Fax: 602-417-9462, E-Mail: <a href="mailto:Glenn_Shafer@blm.gov">Glenn_Shafer@blm.gov</a>	ARIZONA	X
Julia Lang, Phone: 916-978-4527, Fax: 916-978-4444, E-Mail: <a href="mailto:Julia_Lang@ca.blm.gov">Julia_Lang@ca.blm.gov</a>	CALIFORNIA	X
Sara Oletski, Phone: 303-239-3764, Fax: 303-239-3699, E-Mail: <a href="mailto:sara_oletski@blm.gov">sara_oletski@blm.gov</a>	COLORADO	X
Gloria Sanders, Phone: 404-347-4023, Fax: 404-347-4866, E-Mail: <a href="mailto:grsanders@fs.fed.us">grsanders@fs.fed.us</a>	FLORIDA	
Pat Fort, Phone: 208-373-3910, Fax: 208-373-3915, E-Mail: <a href="mailto:Patricia_Fort@blm.gov">Patricia_Fort@blm.gov</a>	IDAHO	X
TO BE NAMED IN A SUBSEQUENT AMENDMENT TO THIS SOLICITATION	KANSAS	X
Mary Clark, Phone: 406-896-5205, Fax: 406-896-5020, E-Mail: <a href="mailto:Mary_Clark@blm.gov">Mary_Clark@blm.gov</a>	MONTANA	X
TO BE NAMED IN A SUBSEQUENT AMENDMENT TO THIS SOLICITATION	NEBRASKA	X
Constance Hampton, Phone: 775-861-6435, Fax: 775-861-6634, E-Mail: <a href="mailto:Constance_Hampton@blm.gov">Constance_Hampton@blm.gov</a>	NEVADA	X
Maryann Crafton-Williams, Phone: 505-761-8946, Fax: 505-438-7508, E-Mail: <a href="mailto:Mary_Ann_Crafton-Williams@blm.gov">Mary_Ann_Crafton-Williams@blm.gov</a>	NEW MEXICO	X
Mary Clark, Phone: 406-896-5205, Fax: 406-896-5020, E-Mail: <a href="mailto:Mary_Clark@blm.gov">Mary_Clark@blm.gov</a>	N DAKOTA	X
Gloria Sanders, Phone: 404-347-4023, Fax: 404-347-4866, E-Mail: <a href="mailto:grsanders@fs.fed.us">grsanders@fs.fed.us</a>	OKLAHOMA	X
Mary Clark, Phone: 406-896-5205, Fax: 406-896-5020, E-Mail: <a href="mailto:Mary_Clark@blm.gov">Mary_Clark@blm.gov</a>	S DAKOTA	X
Gloria Sanders, Phone: 404-347-4023, Fax: 404-347-4866, E-Mail: <a href="mailto:grsanders@fs.fed.us">grsanders@fs.fed.us</a>	TENNESSEE	
Gloria Sanders, Phone: 404-347-4023, Fax: 404-347-4866, E-Mail: <a href="mailto:grsanders@fs.fed.us">grsanders@fs.fed.us</a>	TEXAS	X
Sam Wimmer, Phone: 801-539-4177, Fax: 801-539-4222, E-Mail: <a href="mailto:Steven_S_Wimmer@blm.gov">Steven_S_Wimmer@blm.gov</a>	UTAH	X
Ilze Karklins-Powers, Phone: 307-775-6293, Fax: 307-775-6042, E-Mail: <a href="mailto:Ilze_Karklins-Powers@blm.gov">Ilze_Karklins-Powers@blm.gov</a>	WYOMING	X

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## LIST OF LINE ITEMS

**PRICES SHOWN IN THE ATTACHED SCHEDULES ARE ONLY FOR LINE ITEMS OF WORK WHICH WERE AWARDED TO YOUR FIRM AS A RESULT OF THE TECHNICAL EVALUATION OF THE PROPOSAL YOU SUBMITTED AND YOU ARE IN POSITION TO FURNISH.**

Items awarded (SHOWN AS BOLD PRINT AND CHECKED) under this contract are as follow:

ITEM 0001, SLASHING [X]

ITEM 0002, GIRDLING [X]

ITEM 0003, LOP AND SCATTER [X]

ITEM 0004, SELECTIVE SLASHING/THINNING [X]

ITEM 0005, PRUNING [X]

ITEM 0006, HAND PILE AND COVER [X]

ITEM 0007, SLASHING, HAND PILE AND COVER [X]

ITEM 0008, FUEL MODIFICATION ZONE CONSTRUCTION, TIMBER STANDS [X]

ITEM 0009, FUEL MODIFICATION ZONE CONSTRUCTION, WOODLAND/SHRUBLAND [X]

ITEM 0010, HAND CUTTING AND MECHANICAL PILING [X]

ITEM 0011, FIRELINE CONSTRUCTION AND MAINTENANCE [X]

ITEM 0012, FUELS PULLBACK [X]

ITEM 0013, PRESCRIBED FIRE MODULES [ ]

ITEM 0014, RELATED SERVICES FOR FUEL TREATMENTS [X]

ITEM 0015, AIR CURTAIN BURNERS [ ]

ITEM 0016, MECHANICAL SEVERING AND PILING [X]

ITEM 0017, MECHANICAL FUELS TREATMENT (GRINDING) [X]

ITEM 0018, MECHANICAL FUELS TREATMENT (PILING) [X]

ITEM 0019, MECHANICAL FUELS TREATMENT (CRUSHING) [X]

ITEM 0020, MECHANICAL FUELS TREATMENT (CHIPPING) [X]

ITEM 0021, THINNING, PRUNING AND PILING [X]

ITEM 0022, CLEAR CUT AND SCATTER [X]

ITEM 0023, MECHANICAL FUELS TREATMENT (CHAINING) [X]

ITEM 0024, MECHANICAL FUELS TREATMENT (DIXIE HARROW) [X]

ITEM 0025, MECHANICAL FUELS TREATMENT (MOWING) [X]

ITEM 0026, MECHANICAL FUELS TREATMENT (GRUBBING, ROOT KNIFE) [X]

ITEM 0027, PARTIAL CUT AND SCATTER [X]

ITEM 0028, SPOT APPLICATION OF HERBICIDE (CUT STUMP AND BASAL BARK APPLICATION) [ ]

ITEM 0029, BROADCAST GROUND APPLICATION OF HERBICIDE [ ]

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#### **ITEMS BEING ACQUIRED/TOTAL PRICE**

The contractor shall furnish all personnel, facilities, equipment, materials supplies, and services (except as may be expressly set forth in this contract as furnished by the government), and otherwise do all things necessary for, or incident to, the satisfactory performance of this contract. Under this contract, the contractor shall provide the items of work required to fulfill the requirements of the Statement of Work and as called for under Task Orders issued hereunder.

**Minimum Quantity:** The guaranteed minimum for the life (Base year and all options) of all contracts awarded, will be the sum total of at least twenty (20) task orders placed collectively against the contracts resulting from this solicitation L09PS00981. As each task order amount is based on the individual action to be undertaken, which is completely unknown to either party at the inception or during the contract period of performance, there is no guaranteed dollar amount for either the minimum or maximum quantity stated.

**Maximum Quantity:** The maximum quantity that may be ordered under this contract is 200 task orders per contract including the base year and option years that are exercised.

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## SUPPLIES/SERVICES AND PRICES

ITEM 0001, SLASHING						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0001AA	SLASHING-LEVEL I	ACRE	1	\$575.00	\$600.00	\$625.00
0001AB	SLASHING-LEVEL II	ACRE	1	\$625.00	\$650.00	\$675.00
0001AC	SLASHING-LEVEL III	ACRE	1	\$675.00	\$700.00	\$725.00
0001AD	SLASHING-LEVEL IV	ACRE	1	\$725.00	\$750.00	\$775.00
0001AE	SLASHING-LEVEL V	ACRE	1	\$600.00	\$625.00	\$650.00
0001AF	SLASHING-LEVEL VI	ACRE	1	\$650.00	\$675.00	\$700.00
0001AG	SLASHING-LEVEL VII	ACRE	1	\$700.00	\$725.00	\$750.00
0001AH	SLASHING-LEVEL VIII	ACRE	1	\$750.00	\$775.00	\$800.00

ITEM 0002, GIRDLING						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0002AA	GIRDLING-LEVEL I	ACRE	1	\$475.00	\$500.00	\$525.00
0002AB	GIRDLING-LEVEL II	ACRE	1	\$525.00	\$550.00	\$575.00
0002AC	GIRDLING-LEVEL III	ACRE	1	\$575.00	\$600.00	\$625.00

ITEM 0003, LOP AND SCATTER						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0003AA	LOP & SCATTER-LEVEL I	ACRE	1	\$1,000.00	\$1,100.00	\$1,200.00
0003AB	LOP & SCATTER-LEVEL II	ACRE	1	\$1,500.00	\$1,600.00	\$1,700.00

ITEM 0004, SELECTIVE SLASHING/THINNING						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0004AA	SELECTIVE SLASHING/THINNING - LEVEL I	ACRE	1	\$900.00	\$1,000.00	\$1,100.00
0004AB	SELECTIVE SLASHING/THINNING - LEVEL II	ACRE	1	\$1,000.00	\$1,100.00	\$1,200.00
0004AC	SELECTIVE SLASHING/THINNING-LEVEL III	ACRE	1	\$1,100.00	\$1,200.00	\$1,300.00

ITEM 0005, PRUNING						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0005AA	PRUNING - LEVEL I	ACRE	1	\$475.00	\$500.00	\$525.00
0005AB	PRUNING -LEVEL II	ACRE	1	\$525.00	\$550.00	\$575.00
0005AC	PRUNING -LEVEL III	ACRE	1	\$575.00	\$600.00	\$625.00
0005AD	PRUNING -LEVEL IV	ACRE	1	\$625.00	\$650.00	\$675.00
0005AE	PRUNING -LEVEL V	ACRE	1	\$675.00	\$700.00	\$725.00

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**ITEM 0006, HAND PILE AND COVER**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0006AA	HAND PILE AND COVER-LEVEL I	ACRE	1	\$1,100.00	\$1,200.00	\$1,300.00
0006AB	HAND PILE AND COVER-LEVEL II	ACRE	1	\$1,200.00	\$1,300.00	\$1,400.00
0006AC	HAND PILE AND COVER-LEVEL III	ACRE	1	\$1,300.00	\$1,400.00	\$1,500.00
0006AD	HAND PILE AND COVER-LEVEL IV	ACRE	1	\$1,400.00	\$1,500.00	\$1,600.00
0006AE	HAND PILE AND COVER-LEVEL V	ACRE	1	\$1,500.00	\$1,600.00	\$1,700.00
0006AF	HAND PILE AND COVER-LEVEL VI	ACRE	1	\$1,600.00	\$1,700.00	\$1,800.00

**ITEM 0007 SLASHING, HAND PILING & COVER**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0007AA	SLASHING, HAND PILE & COVER-LEVEL I	ACRE	1	\$1,100.00	\$1,200.00	\$1,300.00
0007AB	SLASHING, HAND PILE & COVER-LEVEL II	ACRE	1	\$1,400.00	\$1,500.00	\$1,600.00
0007AC	SLASHING, HAND PILE & COVER-LEVEL III	ACRE	1	\$1,700.00	\$1,800.00	\$1,900.00
0007AD	SLASHING, HAND PILE & COVER-LEVEL IV	ACRE	1	\$1,200.00	\$1,300.00	\$1,400.00
0007AE	SLASHING, HAND PILE & COVER-LEVEL V	ACRE	1	\$1,500.00	\$1,600.00	\$1,700.00
0007AF	SLASHING, HAND PILE & COVER-LEVEL VI	ACRE	1	\$1,800.00	\$1,900.00	\$2,000.00
0007AG	SLASHING, HAND PILE & COVER-LEVEL VII	ACRE	1	\$1,300.00	\$1,400.00	\$1,500.00
0007AH	SLASHING, HAND PILE & COVER-LEVEL VIII	ACRE	1	\$1,600.00	\$1,700.00	\$1,800.00
0007AI	SLASHING, HAND PILE & COVER-LEVEL IX	ACRE	1	\$1,900.00	\$2,000.00	\$2,100.00

**ITEM 0008, FUEL MODIFICATION ZONE CONSTRUCTION – TIMBER STANDS**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0008AA	FMZ CONSTRUCTION – LEVEL I	ACRE	1	\$2,200.00	\$2,300.00	\$2,400.00
0008AB	FMZ CONSTRUCTION – LEVEL II	ACRE	1	\$2,500.00	\$2,600.00	\$2,700.00
0008AC	FMZ CONSTRUCTION – LEVEL III	ACRE	1	\$2,800.00	\$2,900.00	\$3,000.00

**ITEM 0009, FUEL MODIFICATION ZONE CONSTRUCTION – WOODLAND/SHRUBLAND**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0009AA	FMZ CONSTRUCTION– LEVEL I	ACRE	1	\$2,400.00	\$2,500.00	\$2,600.00
0009AB	FMZ CONSTRUCTION– LEVEL II	ACRE	1	\$2,700.00	\$2,800.00	\$2,900.00
0009AC	FMZ CONSTRUCTION– LEVEL III	ACRE	1	\$3,100.00	\$3,200.00	\$3,300.00

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ITEM 0010, HAND CUTTING AND MECHANICAL PILING						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0010AA	CUTTING AND MECHANICAL PILING - LEVEL I	ACRE	1	\$2,000.00	\$2,100.00	\$2,200.00
0010AB	CUTTING AND MECHANICAL PILING - LEVEL II	ACRE	1	\$2,200.00	\$2,300.00	\$2,400.00
0010AC	CUTTING AND MECHANICAL PILING - LEVEL III	ACRE	1	\$2,400.00	\$2,500.00	\$2,600.00
0010AD	CUTTING AND MECHANICAL PILING - LEVEL IV	ACRE	1	\$2,600.00	\$2,700.00	\$2,800.00
0010AE	CUTTING AND MECHANICAL PILING - LEVEL V	ACRE	1	\$2,800.00	\$2,900.00	\$3,000.00
0010AF	CUTTING AND MECHANICAL PILING - LEVEL VI	ACRE	1	\$3,000.00	\$3,100.00	\$3,200.00

ITEM 0011, FIRELINE CONSTRUCTION AND MAINTENANCE						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0011AA	FIRELINE CONSTRUCTION & MAINTENANCE-LEVEL I	LINEAR FEET	100	\$500.00	\$600.00	\$700.00
0011AB	FIRELINE CONSTRUCTION & MAINTENANCE-LEVEL II	LINEAR FEET	100	\$600.00	\$700.00	\$800.00
0011AC	FIRELINE CONSTRUCTION & MAINTENANCE-LEVEL III	LINEAR FEET	100	\$700.00	\$800.00	\$900.00
0011AD	FIRELINE CONSTRUCTION & MAINTENANCE-LEVEL IV	LINEAR FEET	100	\$800.00	\$900.00	\$1,000.00

ITEM 0012, FUELS PULLBACK						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0012AA	FUELS PULLBACK- LEVEL I	ACRE	1	\$1,200.00	\$1,300.00	\$1,400.00
0012AB	FUELS PULLBACK- LEVEL II	ACRE	1	\$1,300.00	\$1,400.00	\$1,500.00
0012AC	FUELS PULLBACK- LEVEL III	ACRE	1	\$1,400.00	\$1,500.00	\$1,600.00

ITEM 0014, RELATED SERVICES FOR FUELS TREATMENTS						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0014AA	SNAG FELLING (2 PERSON TEAM)	TEAM HOUR	1	\$300.00	\$325.00	\$350.00
0014AB	TRACTOR OPERATIONS	HOUR	1	\$275.00	\$300.00	\$325.00
0014AC	LOWBOY TRANSPORT	MOVE	1	\$275.00	\$300.00	\$325.00
0014AD	HAULING (CHIPS OR EXCESS VEGETATION)	TON/ MILE	1	\$2.00	\$3.00	\$4.00
0014AE	LOADING/HAULING (CHIPS OR EXCESS VEGETATION) REMOVED FROM PROJECT AREA	TON/ MILE	1	\$2.00	\$3.00	\$4.00
0014AF	RELOCATE PILES	PILE	1	\$50.00	\$60.00	\$70.00
0014AG	AIR CURTAIN	DAILY	1	N/A	N/A	N/A

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ITEM 0016, MECHANICAL SEVERING AND PILING						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0016AA	LEVEL I	ACRE	1	\$2,000.00	\$2,200.00	\$2,420.00
0016AB	LEVEL II	ACRE	1	\$2,800.00	\$3,080.00	\$3,400.00
0016AC	LEVEL III	ACRE	1	\$2,400.00	\$2,640.00	\$2,900.00
0016AD	LEVEL IV	ACRE	1	\$3,200.00	\$3,520.00	\$3,872.00
0016AE	LEVEL V	ACRE	1	\$2,800.00	\$3,080.00	\$3,388.00
0016AF	LEVEL VI	ACRE	1	\$3,600.00	\$3,960.00	\$4,356.00

ITEM 0017, MECHANICAL FUELS TREATMENT (GRINDING)						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0017AA	LEVEL I	ACRE	1	\$600.00	\$660.00	\$726.00
0017AB	LEVEL II	ACRE	1	\$1,100.00	\$1,210.00	\$1,331.00
0017AC	LEVEL III	ACRE	1	\$799.00	\$879.00	\$967.00
0017AD	LEVEL IV	ACRE	1	\$1,597.00	\$1,757.00	\$1,775.00
0017AE	LEVEL V	ACRE	1	\$990.00	\$1,089.00	\$1,198.00
0017AF	LEVEL VI	ACRE	1	\$1,650.00	\$1,815.00	\$1,997.00
0017AG	LEVEL VII	ACRE	1	\$2,860.00	\$3,146.00	\$3,461.00
0017AH	LEVEL VIII	ACRE	1	\$3,300.00	\$3,333.00	\$3,666.00
0017AI	LEVEL IX	ACRE	1	\$3,850.00	\$4,235.00	\$4,659.00
0017AJ	LEVEL X (MECH. THINNING WITH CREATED OPENING)	ACRE	1	\$3,850.00	\$4,235.00	\$4,659.00
0017AK	LEVEL XI (MECHANICAL WOODLAND MAINTENANCE)	ACRE	1	\$3,300.00	\$3,333.00	\$3,666.00
0017AL	LEVEL XII (MECHANICAL PLANTATION MAINTENANCE)	ACRE	1	\$3,300.00	\$3,333.00	\$3,666.00
0017AM	LEVEL XIII (MECHANICAL THINNING AND HAND SEVERING	ACRE	1	\$3,300.00	\$4,325.00	\$4,659.00
0017AN	LEVEL XIV (MECHANICAL THINNING AND HAND SEVERING	ACRE	1	\$3,850.00	\$3,333.00	\$3,666.00

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ITEM 0018, MECHANICAL FUELS TREATMENT (PILING)						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0018AA	MECHANICAL PILING–LEVEL I	ACRE	1	\$1,200.00	\$1,320.00	\$1,452.00
0018AB	MECHANICAL PILING–LEVEL II	ACRE	1	\$1,600.00	\$1,760.00	\$1,936.00
0018AC	MECHANICAL PILING–LEVEL III	ACRE	1	\$1,600.00	\$1,760.00	\$1,936.00
0018AD	MECHANICAL PILING–LEVEL IV	ACRE	1	\$2,000.00	\$2,200.00	\$2,420.00
0018AE	MECHANICAL PILING–LEVEL V	ACRE	1	\$2,000.00	\$2,200.00	\$2,420.00
0018AF	MECHANICAL PILING–LEVEL VI	ACRE	1	\$2,400.00	\$2,640.00	\$2,904.00
0018AG	MECHANICAL PILING–LEVEL VII	ACRE	1	\$1,200.00	\$1,320.00	\$1,452.00
0018AH	MECHANICAL PILING–LEVEL VIII	ACRE	1	\$1,600.00	\$1,760.00	\$1,936.00
0018AI	MECHANICAL PILING–LEVEL IX	ACRE	1	\$2,000.00	\$2,200.00	\$2,420.00
0018AJ	MECHANICAL PILING–LEVEL X	ACRE	1	\$1,200.00	\$1,320.00	\$1,457.00
0018AK	MECHANICAL PILING–LEVEL XI	ACRE	1	\$1,600.00	\$1,760.00	\$1,936.00
0018AL	MECHANICAL PILING–LEVEL XII	ACRE	1	\$2,000.00	\$2,160.00	\$2,336.00
0018AM	MECHANICAL PILING–LEVEL XIII	ACRE	1	\$1,600.00	\$1,760.00	\$1,936.00
0018AN	MECHANICAL PILING–LEVEL IX	ACRE	1	\$2,000.00	\$2,160.00	\$2,420.00
0018AO	MECHANICAL PILING–LEVEL X	ACRE	1	\$2,400.00	\$1,760.00	\$2,820.00
0018AP	MECHANICAL PILING–LEVEL XI	ACRE	1	\$2,000.00	\$2,200.00	\$2,420.00
0018AQ	MECHANICAL PILING–LEVEL XII	ACRE	1	\$2,400.00	\$2,640.00	\$2,904.00
0018AR	MECHANICAL PILING–LEVEL XIII	ACRE	1	\$2,800.00	\$3,040.00	\$3,304.00
0018AS	MECHANICAL PILING–LEVEL XIX	HOURL	1	\$250.00	\$270.00	\$290.00

ITEM 0019, MECHANICAL FUELS TREATMENT (CRUSHING)						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0019AA	SLASH CRUSHING –LEVEL I	ACRE	1	\$500.00	\$600.00	\$700.00
0019AB	SLASH CRUSHING –LEVEL II	ACRE	1	\$600.00	\$700.00	\$800.00
0019AC	SLASH CRUSHING –LEVEL III	ACRE	1	\$700.00	\$800.00	\$900.00
0019AD	CRUSHING – LEVEL I	ACRE	1	\$800.00	\$900.00	\$1,000.00
0019AE	CRUSHING – LEVEL II	ACRE	1	\$900.00	\$1,000.00	\$1,100.00
0019AF	CRUSHING – LEVEL III	ACRE	1	\$1,000.00	\$1,100.00	\$1,200.00

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ITEM 0020, MECHANICAL FUELS TREATMENT (CHIPPING)						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0020AA	CHIPPING–LEVEL I	ACRE	1	\$1,700.00	\$1,800.00	\$1,900.00
0020AB	CHIPPING–LEVEL II	ACRE	1	\$1,800.00	\$1,980.00	\$2,178.00
0020AC	CHIPPING–LEVEL III	ACRE	1	\$2,400.00	\$2,640.00	\$2,904.00
0020AD	CHIPPING–LEVEL IV	ACRE	1	\$3,200.00	\$3,520.00	\$3,872.00
0020AE	CHIPPING–LEVEL V	ACRE	1	\$3,200.00	\$3,520.00	\$3,872.00
0020AF	CHIPPING–LEVEL VI	ACRE	1	\$4,000.00	\$4,400.00	\$4,840.00
0020AG	CHIPPING – LEVEL VIII	ACRE	1	\$4,000.00	\$4,400.00	\$4,840.00
0020AH	CHIPPING -LEVEL IX	ACRE	1	\$6,000.00	\$6,600.00	\$7,260.00
0020AI	CHIPPING – LEVEL X	ACRE	1	\$8,000.00	\$8,800.00	\$9,680.00
0020AJ	CHIPPING–LEVEL VII (PER HOUR COST TO CHIP MATERIAL)	HOURL	1	\$400.00	\$440.00	\$484.00
0020AK	CHIPPING – MASTICATION (SMALL DIAMETER CHIPS)	ACRE	1	\$4,000.00	\$4,400.00	\$4,840.00

ITEM 0021, THINNING, PRUNING AND PILING						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0021AA	THIN, PRUNE AND PILE – LEVEL I	ACRE	1	\$1,000.00	\$1,100.00	\$1,200.00
0021AB	THIN, PRUNE AND PILE – LEVEL II	ACRE	1	\$1,500.00	\$1,600.00	\$1,700.00
0021AC	THIN, PRUNE AND PILE – LEVEL III	ACRE	1	\$2,000.00	\$2,100.00	\$2,200.00
0021AD	THIN, PRUNE AND PILE – LEVEL IV	ACRE	1	\$2,500.00	\$2,600.00	\$2,700.00
0021AE	THIN, PRUNE AND PILE – LEVEL V	ACRE	1	\$3,000.00	\$3,100.00	\$3,200.00

ITEM 0022, CLEAR CUT AND SCATTER						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0022AA	CLEAR CUT AND SCATTER - LEVEL I	ACRE	1	\$1,600.00	\$1,760.00	\$1,936.00
0022AB	CLEAR CUT AND SCATTER – LEVEL II	ACRE	1	\$2,400.00	\$2,640.00	\$2,904.00
0022AC	CLEAR CUT AND SCATTER – LEVEL III	ACRE	1	\$3,000.00	\$3,300.00	\$3,630.00
0022AD	CLEAR CUT AND SCATTER – LEVEL IV	ACRE	1	\$3,800.00	\$4,180.00	\$4,598.00

ITEM 0023, MECHANICAL FUELS TREATMENT (CHAINING)						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0023AA	CHAINING – LEVEL I	ACRE	1	\$800.00	\$900.00	\$1,000.00
0023AB	CHAINING –LEVEL II	ACRE	1	\$1,000.00	\$1,100.00	\$1,200.00
0023AC	CHAINING–LEVEL III	ACRE	1	\$1,200.00	\$1,300.00	\$1,400.00
0023AD	CHAINING -LEVEL IV	ACRE	1	\$2,000.00	\$2,200.00	\$2,400.00

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ITEM 0024, MECHANICAL FUELS TREATMENT (DIXIE HARROW)						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0024AA	DIXIE HARROW -LEVEL I	ACRE	1	\$800.00	\$850.00	\$900.00
0024AB	DIXIE HARROW - LEVEL II	ACRE	1	\$1,000.00	\$1,100.00	\$1,200.00
0024AC	DIXIE HARROW -LEVEL III	ACRE	1	\$1,000.00	\$1,100.00	\$1,200.00
0024AD	DIXIE HARROW -LEVEL IV	ACRE	1	\$1,500.00	\$1,600.00	\$1,700.00
0024AE	DIXIE HARROW -LEVEL V	ACRE	1	\$1,500.00	\$1,600.00	\$1,700.00
0024AF	DIXIE HARROW -LEVEL VI	ACRE	1	\$2,000.00	\$2,200.00	\$2,400.00

ITEM 0025, MECHANICAL FUELS TREATMENT (MOWING)						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0025AA	MOWING - LEVEL I	ACRE	1	\$300.00	\$325.00	\$350.00
0025AB	MOWING - LEVEL II	ACRE	1	\$350.00	\$375.00	\$400.00
0025AC	MOWING - LEVEL III	ACRE	1	\$400.00	\$425.00	\$450.00
0025AD	MOWING - LEVEL IV	ACRE	1	\$450.00	\$475.00	\$500.00
0025AE	MOWING - LEVEL V	ACRE	1	\$550.00	\$575.00	\$600.00
0025AF	MOWING - LEVEL VI	ACRE	1	\$650.00	\$675.00	\$700.00

ITEM 0026, MECHANICAL FUELS TREATMENT (GRUBBING, ROOT KNIFE)						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0026AA	GRUBBING - LEVEL I	ACRE	1	\$450.00	\$475.00	\$500.00
0026AB	GRUBBING - LEVEL II	ACRE	1	\$750.00	\$775.00	\$800.00
0026AC	GRUBBING - LEVEL III	ACRE	1	\$1,000.00	\$1,025.00	\$1,050.00
0026AD	GRUBBING - LEVEL IV	ACRE	1	\$1,250.00	\$1,275.00	\$1,300.00

ITEM 0027, PARTIAL CUT AND SCATTER						
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	BASE YEAR UNIT FIXED PRICE	OPTION YEAR I UNIT FIXED PRICE	OPTION YEAR II UNIT FIXED PRICE
0027AA	PARTIAL CUT AND SCATTER - LEVEL I	ACRE	1	\$1,400.00	\$1,540.00	\$1,694.00
0027AB	PARTIAL CUT AND SCATTER - LEVEL II	ACRE	1	\$2,000.00	\$2,200.00	\$2,420.00
0027AC	PARTIAL CUT AND SCATTER- LEVEL III	ACRE	1	\$2,800.00	\$3,080.00	\$3,388.00
0027AD	PARTIAL CUT AND SCATTER - LEVEL IV	ACRE	1	\$2,600.00	\$2,860.00	\$3,146.00
0027AE	PARTIAL CUT AND SCATTER - LEVEL V	ACRE	1	\$3,000.00	\$3,300.00	\$3,630.00
0027AF	PARTIAL CUT AND SCATTER - LEVEL VI	ACRE	1	\$3,500.00	\$3,850.00	\$4,235.00

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## DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### STATEMENT OF WORK

#### 1.0 GENERAL

##### 1.1 Introduction

The Government is acquiring fuels management services to treat vegetation to reduce the risk of wildland fires. This is intended to meet the intent of the National Fire Plan in accordance with Public Law 106-291.

##### 1.2 Background

Project areas are reforestation areas, natural and managed stands of timber/woodlands of all ages, size, and species, shrub fields, or grass areas. Fuels will consist of harvest activity slash, natural fuels, live fuels, and slashed shrubs and trees. Fuel loadings range from less than ½ **ton per acre to as high as 100 tons or more per acre**. Treatments such as brushing, chipping, piling, fuel break construction, and prescribed fire have been shown to reduce the risk of wildland fire and the severity of fires that do occur. It is the objective of this contract to treat fuels present on units identified to reduce fuel loading and optimize the treatment of those fuels.

##### 1.3 Scope

1.3.1 The services in this contract are designed to provide for wildfire hazard reduction, prescribed burning, and related services. This contract may require vegetation manipulation; burn unit preparation, prescribed burning and mop-up in compliance with its terms, specifications and provisions. This may include furnishing labor, supervision, transportation, operating supplies, and incidentals to perform all work necessary to conduct slashing, girdling, lop and scatter, selective slashing, pruning, fuel modification zone construction, hand piling and cover, fire line construction and maintenance, fuels pullback, prescribed burning and mop-up, snag felling, and roadblock removal/restoration.

1.3.2 Where biomass is capable of being offered, unless the biomass is reserved for ecological reasons, the Contracting Officer, working with the Responsible Official, may decide to include additional stipulations on removal methods, size limitations, or to define reserve areas to protect or conserve natural or cultural resources, and to protect roads, utilities or improvements.

##### 1.4 Location of Project Areas

The work will be performed on U.S. Forest Service, Bureau of Land Management, Bureau of Indian Affairs, U.S. Fish and Wildlife Service and National Park Service administered lands or on adjacent non-Federal land. The general location of the work is throughout the 13 western states. The specific location of the projects will be shown on maps attached to each task order.

##### 1.5 Boundaries of Project Areas

The project areas are generally identifiable by changes in vegetation, roads, flagging, or through geographical information systems (GIS) data. The boundaries can be adjacent timber stands, recent harvest units, or other natural or manmade features that clearly define the boundary as noted on the project area maps. Work on this contract may require the contractor to have global positioning system (GPS) capabilities in order to identify treatment areas and/or project boundaries. The government will provide shape files or track logs electronically (via email or at the prework meeting) to the contractor which will identify treatment unit boundaries and treatment islands with the project area boundary. It is the responsibility of the contractor to upload the shape files to the GPS equipment and provide any technical support for problems with the contractor owned equipment.

##### 1.6 Access to Project Areas

Access is by all-weather and seasonal roads. Task orders will state access distance that will vary from 0 to three miles. Task order pricing submission should include access distance to individual project area. Seasonal roads may be impassable for several days after heavy rains or snow-blocked during the winter months.

##### 1.7 Unique Features of Project Areas

Standing timber, wildlife trees and snags may be present within the project sites. Research plots, cultural sites, threatened and endangered species locations, and other similar areas of concern may be located within the project sites and cannot be disturbed during project activities.

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1.8 Wildfire Fire Guidelines and Procedure

If, in the judgment of the Prescribed Fire Burn Boss, Project Inspector (PI) or COR, an escape occurs during the prescribed fire and cannot be contained as identified in the Contingency Plan of the Prescribed Fire Plan, the Prescribed Fire Burn Boss will convert the prescribed fire to a wildfire (see definition of wildland fire). Under this condition, the Contractor shall take immediate action to control, suppress and mop up the escaped fire. The Burn Boss shall notify the responsible office and procedures specified in the Wildfire Conversion section of the Prescribed Fire Burn Plan will be implemented. The Contractor and crew(s) shall work under the direct supervision of the Government and continue working until released by the Government not to exceed 24 hours. Once released, the Contractor and/or employees and equipment may be hired for suppression activities at a rate negotiated under agency procedures. The Contractor and crew(s) shall work under the direct supervision of the Government and continue working until released by the Government. The Contractor's personnel will be paid at the applicable firefighting rates paid by the Government.

1.9 Fire Prevention and Liability

The contractor may be held liable for all operator starts under this contract with the exception of prescribed fire used in a manner provided under 5.13 Prescribed Fire Modules under the direction of the government as provided in the prescribed fire plan. State and local fire prevention laws may exist and must be followed by the contractor, unless written direction is provided by the CO. The task order may have additional site specific prevention stipulations. All contracts will at a minimum:

1. Operate all internal and external combustion engines on federally managed lands per 36 CFR 261.52, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.
2. Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC - 10 pound on all equipment and vehicles.
3. Have means of communications with COR or PI.
4. Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
5. Notify the appropriate dispatch center or 911 immediately of the location and status of any unplanned ignition.
6. Notify the COR or contracting officer immediately of the incident.

1.10 Smoke Management Clearance for Prescribed Fire

1.10.1 The Government will obtain smoke management clearance from the appropriate air quality control agency. These clearances and instructions are dependent upon weather conditions. Weather conditions and number of units receiving burn clearance vary from day to day and season to season. The Government may not be able to obtain clearance for all of the units specified in the Schedule of Items due to these reasons. All federal land agencies support the effort to reduce problems in smoke sensitive areas, and agencies will not authorize prescribed burning when the smoke management advisories caution against such actions.

1.10.2 It will be at the Government's option which units are ignited on any day(s) due to existing suppression contingencies, priorities of individual units, and smoke management.

2.0 DEFINITIONS

Additional definitions not found in this section can be located in the NWCG Glossary ([www.nwcg.gov](http://www.nwcg.gov)).

Accessible - Road access to a unit. Unit will be considered accessible when road access is within 3 miles of the unit.

Advanced Firefighter/Squad Boss (FFT1) - A Squad Boss is a working leader of a small group (usually not more than seven members), is responsible for keeping assigned personnel fully employed on assigned jobs, and is normally supervised by a Crew Boss.

Berm - An outer border of the fire control line.

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Prescribed Fire Burn Boss (RXB1, RXB2, or RXB3) - The person responsible for the organizing and management of all personnel and equipment on the burn project and for meeting prescribed burn objectives. Prescribed Fire Burn Boss level is determined by the complexity of the burn.

Chipping - Operation similar to grinding by a mobile chipper shredder or equivalent, either wheeled or tracked, to reduce vegetation. This operation often results in finer chips after treatment.

Conifer – Typically an evergreen tree, which usually has a single well-defined trunk and/or attains a height greater than 20 feet (i.e. pine, spruce, and fir species)

Crew Member - The individual responsible for performing field work aspects of this contract for non-prescribed fire activities including fireline construction, slashing and hand piling which usually involves the use of hand tools.

Crew Supervisor - A crewmember who provides direction and supervision to fellow crew members during burn unit preparation or wildfire hazard reduction treatments. Is responsible for work accomplishment and performance in accordance with the requirements of the contract.

Crown Ratio – The portion of the total vertical tree height that is occupied by the vertical length of the tree crown.

Cultural and/or Threatened and Endangered (T&E) Sites - Locations where special protection is required to preserve and protect cultural values and species of plants or animals listed on the T&E list.

Cup Trench - A trench constructed on the outer edge of the undercut line, deep enough to catch rolling embers and cones.

DBH - Diameter of trees measured at breast height, 4.5 feet above ground.

Diameter - Other vegetation (not trees) is measured 1 foot above ground.

Duff - Decaying organic material found on the forest floor (all materials down to mineral soil).

Faller (FALA) - A person who fells trees. Also called sawyer.

FBPS Fuel Models - There are 13 fuel models used for estimating fire behavior. As described by Anderson H.E., Aids to Determining Fuel Models For Estimating Fire Behavior, GTR INT-122/NFES 1574, April 1982. Other fuel models are available and may be seen in prescribed fire burn plans.

Fireline - A fire control line that is dug or scraped to mineral soil by hand or machine according to minimum clearance standards. In certain areas this may be a natural barrier (road, river, rock, etc).

Firing - The intentional setting of fires to fuels during the ignition phase of prescribed fire implementation.

Firing Boss (FIRB) - Provides direction to the ignition crew during ignition of the unit.

Grinding – Operation similar to chipping, except that the implement is outside the main body of the attachment or prime mover. This operation often results in coarser chips after treatment.

Hardwood - A broad-leaved tree, which usually has a single well-defined trunk and/or attains a height greater than 20 feet. (i.e. aspen and oak species). Sprouting hardwood species may be in the form of multi-stemmed clumps.

Hazard - The existence of a fuel complex that constitutes a threat of wildfire ignition, unacceptable fire behavior and severity, or suppression difficulty.

Hazard Reduction - The planned treatment or manipulation of naturally growing vegetation or any other flammable material for the purpose of reducing rate of spread and output of heat energy from any wildfire occurring in the area treated.

Holding - Actions required to contain the fire within the natural or constructed fireline and prevent escapes and slopovers.

Holding Specialist Function - The individual who provides direction to those personnel responsible for holding the prescribed

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fire.

Ignition - Fire started by hand, aerial, or other means.

Jackpot - Concentration of slash or natural fuels, heavier than the surrounding areas.

Ladder Fuels - Fuels that provide vertical continuity between the ground and the tree crowns, thus creating a pathway for surface fire to move into the overstory tree crowns.

Lateral Lines - Hose lays that provide water delivery.

Leave Trees - Trees designated not to be cut. May include conifers, hardwoods, or hardwood found in.

Litter - Needles, duff, twigs, cones and leaves.

Mainline - A hose lay which provides transportation of water from the source to lateral lines.

Mnemonics - Standard classifications of positions on fire projects as defined in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group (NWCG). Publication Numbers PMS 310-1 and NFES 1414. This publication will be available for review at [www.nwcg.gov](http://www.nwcg.gov).

Mobilization - The act of delivering all ordered personnel and equipment to the project area. The price for mobilization shall be included in the proposed unit prices unless .

Mop-up - To locate and physically extinguish by the efficient use of water, dirt, chemical agents, or any combination thereof, all burning, smoldering, or burned material.

Percent Cover – Portion of the project area beneath the dripline of vegetation to be cut. Does not include reserve vegetation.

Prescribed Fire Crew Member (FFT2 - Firefighter) - The individual responsible for performing prescribed fire-related aspects of this contract such as ignition, holding and mop-up.

Prescribed Fire Plan - Plan is the site-specific implementation document. It is a legal document that provides the Agency Administrator the information needed to approve the plan and the Prescribed Fire Burn Boss with all the information needed to implement the prescribed fire. Prescribed fire projects must be implemented in compliance with the written plan. Elements included within all Prescribed Fire Plans include: signature page, go-no-go checklists, complexity analysis, description of the prescribed fire area, objectives, funding, prescription, scheduling, pre-burn considerations & weather, briefing, organization & equipment, communication, public & personnel safety, medical, test fire, ignition plan, holding plan, contingency plan, wildfire conversion, smoke management & air quality, monitoring, post-burn activities.

Project Area - The area being treated with prescribed fire and any escapes or spot fires resulting from the prescribed fire.

Project Inspector - The PI is responsible for the project inspection for an identified task order. This person has fire behavior, fuels management experience and is qualified to conduct oversight and evaluation of the Contractors operations. The PI provides technical expertise to the COR regarding prescribed fire operations.

Reserved Trees or Reserved Areas - Individual species of trees or certain areas within a treatment unit that the contract or COR designates are reserved from treatment.

Riparian Buffer - A 50-foot area extending upslope on each side of a stream channel or as described in the specific task order.

Shrub (or brush) - Vegetation consisting of woody perennial plant smaller than a tree, usually having permanent single or multiple stems originating at or near the ground level not normally reaching 20 feet in height (i.e. bitter brush, manzanita, ceanothus, mountain mahogany, rhododendron, serviceberry, sagebrush, etc.).

Single Resource Boss (CRWB, ENGB, FIRB) - A Single Resource Boss is responsible for supervising and directing a fire suppression module such as a hand crew, engine, or firing team.

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Slash - Any cut vegetation or existing natural (dead and down) woody debris.

Sloper - A fire edge that crosses a control line or natural barrier intended to contain the fire.

Snag - A dead or living tree that has 10 percent or less live crown.

Spot Fire - A fire ignited outside the perimeter of the main fire by flying sparks or embers.

Stream Channel - That area influenced by high water at the time of the year with the highest flow.

Stump Height – Distance above the natural level of the ground to top of the stump cut.

Surplus Vegetation - Includes vegetation (conifers and hardwoods) greater than 1 foot tall and up to 12 inches DBH and shrubs less than 12 inches diameter at ground level; when not selected as leave trees, reserved, or needed to meet spacing requirements. For Fuel Modification Zones, items 0008 and 0009: Standing dead conifers, hardwoods and shrubs shall be included as surplus when not reserved. For Fuel Modification Zones, item 0009 (Woodlands/Shrublands): All vegetation less than 5 inches DBH shall be included as surplus when not reserved.

Swamper Burning - The concurrent hand piling and burning of existing slash and material previously severed. Under swamper burning a small pile is ignited and more slash and shrubs are added to the pile while the pile is burning.

Timber/vegetative sales contract and/or notice - The agency-specific authorized contract instrument for the sale, barter, exchange, billing, or other compensation for the payment, removal, and/or transportation of woody biomass material.

Tons/Acre - Unit of measurement of fuel, usually but not always, of dead and down woody debris (slash). Tons/Acre is determined by using a Photo Series, such as USDA Forest Service GTR-PNW 51 (1976). These documents are available at [www.fs.fed.us/pnw/fera/research/fuels/](http://www.fs.fed.us/pnw/fera/research/fuels/).

Top Line - Fireline constructed on the top of the unit (running parallel to the contours, i.e., across the slope).

Understory burn - Prescribed broadcast burn on an area, which has an overstory of vegetation. Prescribed burn objective includes burning the area in such a manner as to prevent mortality of the overstory trees.

Undercut Line - Fireline constructed on the bottom of the unit (running parallel to the contour, i.e., across the slope).

Water Bar - Trenches constructed at a 45-degree angle across the fireline to deflect water and reduce erosion.

Wildland Fire - Any non-structure fire, that occurs in the wildland. Two distinct types of wildland fire include planned ignitions (prescribed fire) and unplanned ignitions (wildfire). An escaped prescribed fire is a wildfire. The Prescribed Fire Plan will specify who has the authority to declare a wildfire. A prescribed fire must be declared a wildfire by those identified in the plan when that person(s) determines that the contingency actions have failed or are likely to fail and cannot be mitigated by the end of the next burning period.

Wildlife Trees - Standing dead or live trees left for nesting, feeding, perching and shelter for birds and mammals. Trees may be marked with paint and/or designated with a tag stating it is a wildlife tree or as identified by the COR.

Woody biomass - The trees and woody plants, including limbs, tops, needles, leaves, and other woody parts, grown in a forest, woodland, or rangeland environment, that are the by-products of management, restoration and/or hazardous fuel reduction treatment

### 3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

3.1 Unless otherwise specified herein, the Contractor shall provide all labor, transportation, materials, and equipment necessary to perform the work as described herein. For prescribed burn activities the Contractor shall meet all requirements as stated in the prescribed burn plans including Wildland Fire Qualification System Guide, published by the National Wildfire Coordinating Group, Publication Numbers PMS 310-1 and NFES 1414, June 2009 or latest version. (Available at [www.nwcg.gov](http://www.nwcg.gov))



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- 3.2 Work Camps - Camping on agency-administered lands will only be allowed in approved sites and with the prior written authorization of the responsible land manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of off site before final payment is made.
- 3.3 Tractor - Operations such as roadblock removal and restoration, crushing of vegetation, fireline construction, mop-up of landings, and prescribed burn holding operations will require the use of a tractor with trailer. Excepting item 0023, where equipment size will be specified in the task order, tractor size of 24,000 pounds gross operating weight, and 95 horsepower or less is required. (Example: equivalent to Caterpillar D-4, John Deere 450, Komatsu D45A, Case 750, MF 300, or smaller sizes). Other type mechanized equipment capable of performing roadblock removal and restoration may be used if capable of performing the operation. Tractor operations including roadblock removal and restoration, mop-up of landings, and crushing of vegetation, included in Items 0014 and 0019 respectively. Tractor fire line construction is within Item 0011.
- 3.4 Security of Materials - The Contractor may leave its equipment and Government-furnished property at the work site. The Contractor shall be responsible for the Contractor's equipment and Government-furnished property if it should be lost, stolen or damaged.
- 3.5 Noxious Weeds - Insure that all equipment is cleaned off prior to operating on Government lands. Remove all dirt, grease, and plant parts that carry noxious weed seeds or vegetative parts. This may be accomplished with a pressure hose. In addition, if equipment is found operating in a noxious weed area, the equipment must be cleaned before leaving project or moving to another area in location identified by COR.
- 3.6 Radio - Hand-held portable radio for communication with the PI or COR on all prescribed burning operations. A minimum of at least two radios per module ordered under Line Item 0013. Radios must be capable of communicating within a frequency range from 150 MHz to 174 MHz on established narrow band federal and state frequencies.
- 3.7 Supervisor - A working (English literate) supervisor, who is knowledgeable and experienced in the required work and supervision, shall be provided for each crew and is required to stay with the crew while work is in progress. If crew is non-English speaking, the supervisor must be bi-lingual in English and the language of the crew members.
- 3.8 Furnish personal protective equipment to crew members respective of the type of work being completed (i.e. hard hat, eye and hearing protection, leather gloves, saw chaps, etc. for chainsaw work, Nomex, hard hat, leather gloves, fire shelter, etc. for prescribed fire).
- 3.9 Global Positioning System - GPS equipment may be required for this contract must have an accuracy of +/- 10 meters and be capable of accepting/uploading shape files or track logs.

#### 4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

- 4.1 All Government furnished equipment and supplies, hereinafter referred to as Government-furnished property, will be picked up by the Contractor at the location designated in the task order for services and signed for on Form DI-105 or AD-107 by the Contractor or Contractor's authorized representative. The Contractor shall return all Government furnished-property within 24 hours from final acceptance. At time of return, the Contractor shall furnish the COR with an inventory of property being returned. The Contractor shall be responsible for any shortages or damage of Government-furnished property.
- 4.2 The Government shall furnish property and services as listed below:
  - a. Unit Prescribed Fire Plans - The Government will provide a Prescribed Fire Plan for each burn. These plans will follow the Interagency Prescribed Fire Planning and Implementation Procedures Guide, format. The plans will indicate resource and prescribed fire objectives, fuels descriptions, establish fuel and weather parameters, fire behavior, smoke management and any other special considerations.
  - b. Threatened and Endangered Species information, cultural survey information and reporting formats, maps, photos and training provided with each task order as appropriate.

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## 5.0 SPECIFIC TASKS

### 5.1 Slashing – Line Item 0001

5.1.1 Level of Difficulty - The level of difficulty for slashing is determined by the task order. Treatments under this item are completed by hand operated tools. The level is based on the relative amount of the material to be slashed, according to size of material to be slashed, as described in 5.1.2 and 5.1.3, and percent cover, as follows:

Item 0001AA - Level I - Unit density of material to be severed is estimated to average 20 percent or less of total cover.

Item 0001AB - Level II - Unit density of material to be severed is estimated to average between 21 and 40 percent cover.

Item 0001AC - Level III - Unit density of material to be severed is estimated to average between 41 and 60 percent cover.

Item 0001AD - Level IV - Unit density of material to be severed is estimated to average greater than 61 percent cover.

Item 0001AE - Level V - Unit density of material to be severed is estimated to average 20 percent or less of total cover.

Item 0001AF - Level VI - Unit density of material to be severed is estimated to be between 21 and 40 percent cover.

Item 0001AG -Level VII - Unit densities of material to be severed is estimated to be between 41 and 60 percent cover.

Item 0001AH - Level VIII - Unit density of material to be severed is estimated to be greater than 61 percent cover.

5.1.2 Items 0001AA, 0001AB, 0001AC and 0001AD: All live, standing vegetation, between 1 inch DBH and 12 inches DBH shall be completely severed with the stump height not to exceed 6 inches. This will be the standard size for treatment unless otherwise designated in the task order. Individual species may be specified as reserved from cutting on individual units.

5.1.3 Items 0001AE, 0001AF, 0001AG and 0001AH: All live, standing vegetation, greater than 2 feet in height and 3 feet in length, but not over 6 inches DBH shall be completely severed with the stump height not to exceed 6 inches. This will be the standard size for treatment unless otherwise designated in the task order. Individual species may be specified as reserved from cutting on individual units.

5.1.4 Each task order will specify the level of difficulty, size limits for treatment, whether hardwoods and/or conifers are included, and if any individual species are reserved from treatment.

5.1.5 Slashing shall be accomplished throughout the entire unit, excluding areas identified by the task order as reserved from treatment. Firelines shall remain free of debris. Restore firelines to original clear condition following slashing.

5.1.6 All cut trees shall be limbed to height specifications within task order. No live limbs shall be left on the stump of any cut stem.

5.1.7 Felled trees within 50 feet of either side of any erosion rill or gully will be placed in the erosion rill or gully.

### 5.2 Girdling – Line Item 0002

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- 5.2.1 Level of Difficulty - The level of difficulty for girdling is determined by the task order. The level is based on the expected number of trees to be girdled.

Item 0002AA - Level I - The expected number of trees to be treated is less than 30 trees per acre.

Item 0002AB - Level II - The expected number of trees to be treated is between 30 and 60 trees per acre.

Item 0002AC - Level III - The expected number of trees to be treated is between 60 and 120 trees per acre.

- 5.2.2 Girdling shall be accomplished in one of two manners, as designated in the task order:

a. All hardwoods and/or conifers between 6 inch DBH and 16 inches DBH shall be girdled. Three (3) horizontal chain saw cuts shall be made completely around the bole of each hardwood tree, and two (2) horizontal chain saw cuts shall be made completely around the bole of each conifer tree; such that the minimum cut depth inside the cambium is ½ inch. Cut shall be made below the lowest live limb. If limbs extend to ground level, cut lower limbs within 1 foot of ground level.

b. All hardwoods and/or conifers between 4 inches DBH and 16 inches DBH shall be girdled in such a manner as to create a 4 to 6-inch wide horizontal band cut completely around the bole of each tree such that the cambium is removed. Made cuts below the lowest live limb.

These will be the standard tree DBH size for treatment unless otherwise designated. The task order may designate a different size within this range for individual units (example: girdle trees 6-10 or 4-6 inch DBH only). Individual species may be specified as reserved from girdling on individual units.

- 5.2.3 Each task order will specify the level of difficulty, one of the specifications from 5.2.2, and the size range limits for treatment, whether hardwoods and/or conifers are included, and if any individual species are reserved from treatment. With written approval from the CO, fall trees instead of girdling.

Accomplished girdling throughout the entire unit, excluding areas identified by the task order as reserved from treatment.

### 5.3 Lop and Scatter – Line Item 0003

- 5.3.1 Level of Difficulty - The level of difficulty for lop and scatter is determined by the task order. The level is based on the amount of the slash to be treated, access to the project site, and reduction height of slash.

Item 0003AA - Level I - The amount of slash to be lopped and scattered averages less than 12 tons per acre. Reduced slash to the extent that it is within 12 inches of the ground at all points.

Item 0003AB - Level II - The amount of slash to be lopped and scattered averages between 12 and 20 tons per acre. Reduced slash to the extent that it is within 20 inches of the ground at all points or as designated by the task order.

- 5.3.2 Slash to be Treated - The material to be treated consists of down woody material created from vegetation treatments (such as harvest, thinning, or slashing, etc.) or created through natural processes.

- 5.3.3 Lop and scatter all existing slash so that all top and side branches are free of the central stem so that the slash is reduced to within the limit of distance to the ground at all points, as stated for the level of difficulty. Central stem length shall not exceed 12 feet, or as designated by the task order.

### 5.4 Selective Slashing/Thinning – Line Item 0004

- 5.4.1 Level of Difficulty - The level of difficulty for selective slashing/thinning is determined by the task order. Treatments under this item are completed by hand operated tools. The level is based on the expected number of leave trees per acre to be treated and/or spacing between leave trees, or the relative amount of material to be slashed.

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Item 0004AA - Level I - A specific spacing footage will be designated by Government, within the range of 10' X 10' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (10' X 10' spacing equals ~435 trees/acre, 45' X 45' spacing equals ~22 trees/acre). Unit density is estimated to average less than 40 percent cover.

Item 0004AB - Level II - A specific spacing footage will be designated by Government, within the range of 10' X 10' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (10' X 10' spacing equals ~435 trees/acre, 45' X 45' spacing equals ~22 trees/acre). Unit density is estimated to average between 40 and 60 percent cover.

Item 0004AC - Level III - A specific spacing footage will be designated by Government, within the range of 10' X 10' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (10' X 10' spacing equals ~435 trees/acre, 45' X 45' spacing equals ~22 trees/acre). Unit density is estimated to average greater than 60 percent cover.

#### 5.4.2 Criteria for Selection of Leave Trees

a. The best available acceptable leave trees, both conifers and hardwoods, shall be selected as leave trees and treated in accordance with spacing requirement and the number per acre specified by the Level of Difficulty. The average spacing may vary + or - 20% of the spacing stated in the Level of Difficulty in order to select the best leave trees without numerically changing the average number of leave trees per acre.

b. The largest, healthiest, best-formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:

- 1) Has no apparent damage to the main bole;
- 2) Is not chlorotic;
- 3) Demonstrates good vigor and is disease/bug free;
- 4) Has at least 40 percent crown ratio.

c. Species preference guidelines will be identified by the Government on each unit.

d. The Government may identify additional individual leave trees or leave tree areas within each unit.

#### 5.4.3 Treatment of Surplus Vegetation

a. All vegetation not selected as acceptable leave trees over three feet tall and up to 7 inches DBH within the specified spacing of acceptable leave tree shall be severed six inches or less above the ground. No live limbs shall be left on the stump of any cut stem.

b. All conifers over one foot tall and up to 7 inches DBH or as specified in the task order not selected as acceptable leave trees and within the specified spacing of acceptable leave tree shall be completely severed six inches or less above the ground. No live limbs shall be left on the stump of any cut stem.

c. Vegetation greater than 7 inches DBH shall not be cut or be treated unless otherwise designated by the task order.

d. Hardwood vegetation from 7 inches to 12 inches DBH shall be girdled. Hardwood vegetation greater than 12 inches DBH shall not be treated or as designated by the task order

e. Acceptable leave trees shall not be damaged while cutting vegetation, or buried with slash.

#### 5.4.4 Unless further treatment of slash is prescribed, such as hand piling and burning, swamper burning or underburning, lop and scatter the resulting slash to a maximum 12-foot length and a depth not to exceed 24 inches, or as designated by the task order.

#### 5.4.5 No material cut by the Contractor shall be left on the ground outside the project area. Remove all cut material at least 25 feet from the road shoulder on the upper (uphill) side, and 50 feet on the lower (downhill) side.

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5.4.6 Individual species may be specified as reserved from cutting on individual units.

## 5.5 **Pruning – Line Item 0005**

5.5.1 Level of Difficulty - The level of difficulty for pruning is determined by the task order. The level is based on the expected number of trees per acre (TPA) requiring treatment.

Item 0005AA - Level I - Less than 20 TPA.

Item 0005AB - Level II - 20 - 50 TPA.

Item 0005AC - Level III - 50 - 100 TPA.

Item 0005AD - Level IV - 100 - 150 TPA.

Item 0005AE - Level V - 150 - 220 TPA.

5.5.2 Designated vegetation shall be pruned of live and dead limbs and branches to a designated height measured above ground level. The designated height shall not exceed 12 feet above ground level, and will typically be designated to a height of from 6 to 12 feet. The Task Order will designate the height for each individual unit. The pruning height may vary + or - one foot from the designated height. Limbs shall be cut cleanly and flush (as close) to the bole of the tree as possible.

5.5.3 Tree limbs that attach to the bole above the designated pruning height, but have limbs extending into the pruning height area, shall be pruned so that they do not extend below the designated height.

5.5.4 Material pruned shall be pulled back a minimum of 4 feet away from tree bole.

5.5.5 Pruning will many times be ordered in conjunction with slashing, selective slashing, girdling, or burning.

5.5.6 Individual species of hardwoods and conifers may be specified as reserved from pruning on individual units.

## 5.6 **Hand Pile and Cover – Line Item 0006**

5.6.1 Level of Difficulty - The level of difficulty for hand piling and covering is determined by the task order. The level is based on the number of piles per acre expected, based on the amount of slash on the unit meeting specifications from C.5.6.2, or C.5.6.3. The Government will designate which specification for size of material and spacing of piles with each task order. The following are hand pile and cover levels:

Item 0006AA - Level I - An average of fewer than 18 piles per acre.

Item 0006AB - Level II - An average of 19 to 30 piles per acre.

Item 0006AC - Level III - An average of 31 to 40 piles per acre.

Item 0006AD - Level IV - An average of 41 to 50 piles per acre.

Item 0006AE - Level V - An average of 51 to 60 piles per acre.

Item 0006AF – Level VI - An average of 61 piles per acres or greater.

5.6.2 All slash between 1 and 7 inches in diameter and greater than 2 feet in length shall be piled. Slash less than 1 inch in diameter and less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 1 foot in depth. The task order or the COR in writing may designate a different size within this range for individual units (example: slash 1-4 or 2-6 inches only, instead of the less than 7 inches), but not greater than 7 inches in diameter.

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- 5.6.3 All piles shall be constructed by laying limbs, stems, cut boles, and other slash in the pile so as to be triangular in shape, or as specified in task order. Slash that causes large air spaces in piles shall be cut to eliminate air spaces. Each pile shall include an area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.
- 5.6.4 Unless approved by the COR in writing, maximum pile size shall be 10 feet in diameter by 8 feet in height, and minimum pile size shall be 7 feet in diameter by 5 feet in height at the time of final inspection, or as specified in task order.
- 5.6.5 Covering piles is at the option of the government and will be specified in the task order. Where covering is required, cover material specified in the task order to be provided by contractor. All piles shall be covered with a minimum of 6-foot by 6-foot piece of 4-mil polyethylene plastic or other material as specified in the task order, such that at least 80 percent of the pile's surface area shall be covered. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris.
- 5.6.6 Piles shall not be closer than 10 feet to reserved trees or 25 feet to a unit boundary, unless approved by the COR. Slash shall not be piled or placed on logs or stumps in roadways or drainage ditches or within channel bottoms or streams.

## 5.7 **Slashing, Hand Piling and Cover – Line Item 0007**

- 5.7.1 Level of Difficulty - The level of difficulty and requirements for hand severing, piling and covering are determined by the task order. The level is based on the crown closure of the material to be severed and the expected number of piles per acre.

Item 0007AA - Level I - Crown closure of material to be hand severed and piled and covered is estimated to be from 0 to 30 percent total cover. Slope is under 30%.

Item 0007AB - Level II - Crown closure of material to be hand severed and piled and covered is estimated to be from 0 to 30 percent total cover. Slope is 30% to 45%.

Item 0007AC – Level III - Crown closure of material to be hand severed and piled and covered is estimated to be from 0 to 30 percent total cover. Slope is greater than 45%.

Item 0007AD - Level IV - Crown closure of material to be hand severed and piled and covered is estimated to be from 31 to 60 percent total cover. Slope is under 30%.

Item 0007AE - Level V - Crown closure of material to be hand severed and piled and covered is estimated to be from 31 to 60 percent total cover. Slope is 30% to 45%.

Item 0007AF - Level VI - Crown closure of material to be hand severed and piled and covered is estimated to be from 31 to 60 percent total cover. Slope is greater than 45%.

Item 0007AG - Level VII - Crown closure of material to be hand severed and piled and covered is estimated to be greater than 60% percent total cover. Slope is under 30%.

Item 0007AH- Level VIII - Crown closure of material to be hand severed and piled and covered is estimated to be greater than 60% percent total cover. Slope is 30% to 45%.

Item 0007AI - Level IX - Crown closure of material to be hand severed and piled and covered is estimated to be greater than 60% percent total cover. Slope is greater than 45%.

- 5.7.2 Vegetation as indicated in the task order, up to 24” DBH will be hand severed using a saw, followed by piling and covering. Task order will specify number of leave trees, spacing and type. Selected vegetation shall be severed six inches or less above the ground. No live limbs shall be left on the stump of any cut stem.
- 5.7.3 Material to be treated by hand piling is all slash between 1 and 7 inches in diameter and greater than 2 feet in

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length. Slash less than 1 inch in diameter or less than 2 feet in length shall be left on the ground. Slash left on the ground shall not exceed 1 foot in depth.

- 5.7.4 An inventory or tally of pile numbers and average measurements shall be recorded throughout the entire unit and recorded on the pile inventory form to be provided by the Government. The information gathered will be used to determine the amount of further treatment needed.
- 5.7.5 Covering piles is at the option of the government and will be specified in the task order. Type of cover material specified in the task order to be provided by contractor. All piles shall be covered with a minimum of 6-foot by 6-foot piece of 4-mil polyethylene plastic or other material as specified in the task order, such that at least 80 percent of the pile's surface area shall be covered. All four corners and the middle of the plastic sheets shall be anchored with slash or other debris.

## 5.8 **Fuel Modification Zone Construction - Timber Stands – Line Item 0008**

- 5.8.1 Fuel modification zones (FMZs) shall be created to reduce adverse wildfire effects, limit rate of spread, and/or to establish defensible areas for use during fire suppression activities. Flammable material shall be treated and removed from the surface, understory, and canopy. Treatments required in this subitem include cutting of trees, slashing of shrubs and small vegetation, pruning of residual trees, and snag felling. FMZs will normally be created in whole or portions of stands, along ridgelines, between separate stand and vegetative types, or adjacent to private property.

- 5.8.2 Level of Difficulty - The level of difficulty for FMZs are based on percent cover of material to be treated. Level is determined by the task order.

Item 0008AA - Level I - The percent cover of material to be treated is less than 40 percent.

Item 0008AB - Level II The percent cover of material to be treated is between 40 and 60 percent.

Item 0008AC - Level III The percent cover of material to be treated is greater than 60 percent.

- 5.8.3 Task orders for Items 0008AA thru 0008AC will include written instructions designating spacing width; pruning height; any no treatment areas; additional reserve trees, hardwoods, and/or shrubs; and/or girdling instructions.

- 5.8.4 Spacing - Spacing width shall be designated for each unit in written instructions with each task order. Width designated within the range of 20 to 45 feet or as specified in the task order. The average spacing may vary + or - 20% of the designated spacing in order to select the best leave trees without numerically changing the average number of leave trees per acre.

- 5.8.5 Criteria for Selection of Leave Trees

a. Leave Trees 12" DBH and greater - All conifers and hardwoods 12 inches DBH and larger are reserved from cutting or girdling. These trees shall be included in spacing requirements.

b. Leave Trees less than 12" DBH - The largest, healthiest, best-formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:

- 1) Has no apparent damage to the main bole;
- 2) Is not chlorotic;
- 3) Demonstrates good vigor and is disease/bug free;
- 4) Has at least 40 percent crown ratio, or largest crown ratio if none greater than 40 percent are present.

c. Species preference guidelines will be identified by the Government on each unit.

d. The Government may identify additional individual leave trees or leave tree areas within each unit.

- 5.8.6 Treatment of Surplus Trees and Shrubs

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- a. All live and dead conifers, hardwood trees and shrubs not selected as leave trees or reserved over one foot tall and up to 12 inches DBH within the specified spacing of acceptable leave tree shall be severed six inches or less above the ground. No live limbs shall be left on the stump of any cut stem.
- b. The Government may issue instructions with the task order requiring girdling of individual species or all, hardwoods, conifers, or both from 7 inches to 12 inches DBH, instead of cutting. Unless otherwise instructed in the task order, cut surplus trees and shrubs up to 12 inches DBH.
- c. Hardwoods and conifers greater than 12 inches DBH shall not be cut or girdled
- d. Leave trees shall not be damaged while cutting vegetation, or buried with slash.

- 5.8.7 Unless further treatment of slash is prescribed, such as hand piling and burning, swamper burning, underburning, lop and scatter, or utilization, the resulting slash to a maximum 12-foot length and a depth not to exceed 24 inches or as designated by the task order.
- 5.8.8 Bucking of Cut Material - Slashed, cut and felled material shall be bucked into the standard length of 12 feet or less unless otherwise designated by the task order. Longer lengths may be designated in order to meet utilization objectives.
- 5.8.9 No slash cut shall be left on the ground outside the project area. All slash shall be removed at least 25 feet from the road shoulder on the upper (uphill) side, and 50 feet on the lower (downhill) side.
- 5.8.10 Girdling - Notwithstanding Paragraph C.5.8.6, conifers and hardwoods 7 to 12 inches DBH may be designated for girdling on individual units. Trees designated for girdling shall have three (3) horizontal chain saw cuts made completely around the bole of the tree. The cuts shall be made such that the minimum cut inside the cambium is ½ inch. Cuts shall be made below the lowest live limb or branch.
- 5.8.11 Pruning - Leave trees, girdled trees, and leave snags shall be pruned to a height of 6 to 12 feet as designated by the task order. Live and dead limbs and branches shall be cut cleanly and as close to the bole of the tree as possible. Tree limbs and branches that attach to the bole above the designated pruning height, but have limbs or branches extending into the pruning height area, shall be pruned so they do not extend below the designated height.
- 5.8.12 Snag Felling - The COR may reserve individual snags from felling requirements when snags are deemed necessary for other resource objectives.

## 5.9 **Fuel Modification Zone Construction - Woodland/Shrubland – Line Item 0009**

- 5.9.1 Fuel modification zones (FMZs) shall be constructed to create a more sustainable vegetation cover in the event of wildfire. Vegetation density shall be reduced and species composition shall be modified. Activities required in this subitem include species identification and selection of leave trees and shrubs, cutting and girdling of trees, slashing of shrubs and small vegetation, pruning of leave trees and shrubs, and snag felling. FMZs will normally be created in whole or portions of stands, along ridgelines, between separate stand and vegetative types, or adjacent to private property.
- 5.9.2 Level of Difficulty - The level of difficulty for fuel modification zone construction is based on percent cover of material to be treated. Level is determined by the task order.
  - Item 0009AA - Level I - The percent cover of material to be treated is less than 40 percent.
  - Item 0009AB - Level II - The percent cover of material to be treated is between 40 and 60 percent.
  - Item 0009AC - Level III - The percent cover of material to be treated is greater than 60 percent.
- 5.9.3 Task orders for Item 0009AA thru 009AC will include written instructions detailing spacing, pruning height, any no-treatment areas, reserve trees and shrubs, and/or changes to the order of preference.



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#### 5.9.4 Reserve Leave Trees and Shrubs

a. Areas of trees and shrubs may be reserved from treatment in designated units. Reserve areas may be designated by the Government. Prior to the Contractor commencing work in a unit, the Government may designate no-treatment area(s) within each unit, or, the Government may authorize the Contractor to designate the no-treatment area(s) within each unit, pending Government concurrence. No cutting of vegetation shall be done within these designated areas. These areas may range in size from 1/10 acre to 1 acre, and number from zero to twenty.

b. Reserve trees and shrubs shall be designated by the Government with marking (paint, flagging, or sign), size limits, or by written instructions. Reserve trees and shrubs shall not be damaged or cut. Reserve trees and shrubs shall not be considered in the spacing of leave trees or shrubs.

#### 5.9.5 Selection of Individual Leave Trees and Shrubs, and Groups and Clumps

a. The Contractor shall select leave trees or shrubs based on written instructions from the Government. These instructions may be in the form of a table or narrative. The Government will issue instructions prior to issuing Task Order for a unit. The sample table below lists an example of instructions for selection of the leave trees and shrub species in the order of preference for consideration. The Contractor shall determine preference for selection as leave tree or shrub based on the written instructions.

#### ORDER OF CONSIDERATION FOR LEAVE TREE & SHRUB SELECTION - SAMPLE ONLY

Species	Size	Comments
Designated reserve trees/shrubs -	all	leave all, do not include in spacing. These can be painted reserved, flagged, bearing trees, boundary marked trees, other special designations.
Cedar/Juniper	all	leave all, include in spacing.
Hardwoods & other Conifers	12+" DBH	leave all, include in spacing.
Oaks	8+" DBH	leave all, include in spacing.
Oaks	<8" DBH	include in spacing, leave single or group.
Pines	<12" DBH	include in spacing, leave single or group.
Other Hardwoods	<12" DBH	include in spacing, leave single or group.
Douglas-fir	5-12" DBH	include in spacing, leave single.
Shrub	12+" stem diameter	include in spacing, leave single or clump.
Shrub	<12" stem diameter	include in spacing, leave single or clump.
1. mahogany		
2. Wedgeleaf		
3. cherry spp.		
4. plum spp.		
5. manzanita		

b. Groups and Clumps - Leave tree groups and leave shrub clumps shall be considered for leaving if present. See definitions for Leave Tree Group and Leave Shrub Clump. For spacing purposes, groups and clumps will be considered as one stem.

c. Spacing of Leave Trees and Shrubs - Spacing for leave trees and shrubs, and for leave groups and clumps will be designated for each unit by the task order. The spacing designated shall be no less than 20 feet and no greater than 45 feet between leave vegetation. The designated spacing may be varied plus or minus 10 feet in order to choose the best leave tree or shrub.

#### 5.9.6 Treatment of Surplus Trees and Shrubs

a. All live and dead conifers, hardwood trees, and shrubs not selected as leave or reserved over one foot tall and up to 12 inches DBH within the specified spacing of each acceptable leave tree or shrub stem and leave group and clump shall be severed six inches or less above the ground. No live limbs shall be left on the stump of any cut

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stem.

b. The Government may issue instructions with the task order requiring girdling of individual species or all, hardwoods, conifers, or both from 7 inches to 12 inches DBH instead of cutting. Unless otherwise instructed in the task order, the Contractor shall cut surplus trees and shrubs up to 12 inches DBH.

c. Hardwoods, and conifers, greater than 12 inches DBH and shrubs greater than 12 inches at ground level shall not be cut or girdled except as provided in C.5.9.7.

d. Leave trees, shrubs, groups and clumps shall not be damaged while cutting vegetation, or buried with slash.

5.9.7 Girdling - Notwithstanding Paragraph C.5.9.6, conifers and hardwoods 7 to 12 inches DBH may be designated for girdling on individual units. Trees designated for girdling shall have three (3) horizontal chain saw cuts made completely around the bole of the tree. The cuts shall be made such that the minimum cut inside the cambium is ½ inch. Cuts shall be made below the lowest live limb or branch.

5.9.8 Stump Heights - All stumps shall be cut six inches or less above the ground.

5.9.9 Bucking of Cut Material - Slashed, cut and felled material shall be bucked into the standard length of 12 feet or less unless otherwise designated by the task order. Longer lengths may be designated in order to meet utilization objectives.

5.9.10 Pruning - Leave trees, girdled trees, and leave snags shall be pruned to a height of 6 to 12 feet as designated by the task order. Live and dead limbs and branches shall be cut cleanly and as close to the bole of the tree as possible. Tree limbs and branches that attach to the bole above the designated pruning height, but have limbs or branches extending into the pruning height area, shall be pruned so they do not extend below the designated height.

5.9.11 Snag Felling - The COR may reserve individual snags from felling requirements when snags are deemed necessary for other resource objectives.

#### **5.10 Hand Cutting and Mechanical Piling (Track or Tire Mounted Swing) – Line Item 0010**

5.10.1 Level of Difficulty - The level of difficulty for severing is determined by the task order. The level is based on the crown closure and slope of the area to be hand cut and mechanically piled on slopes under 46% as follows:

Item 0010AA - Level I - Crown closure of material to be cut is estimated to be between 0 and 30 percent total cover. Slope is under 30%.

Item 0010AB - Level II - Crown closure of material to be cut is estimated to be between 0 and 30 percent total cover. Slope is from 30 to 45%.

Item 0010AC - Level III - Crown closure of material to be cut is estimated to be between 31 and 60 percent total cover. Slope is under 30%.

Item 0010AD - Level IV - Crown closure of material to be cut is estimated to be between 31 and 60 percent total cover. Slope is from 30 to 45%.

Item 0010AE - Level V - Crown closure of material to be cut is estimated to be greater than 60% percent total cover. Slope is under 30%.

Item 0010AF - Level VI - Crown closure of material to be cut is estimated to be greater than 60% percent total cover. Slope is from 31 to 45%.

5.10.2 Cut surplus vegetation, as specified in the task order, followed by piling of the cut material.

5.10.3 Leave trees are to be left on each acre treated, task order will specify number of leave trees, spacing and type.

5.10.4 Track or wheel mounted vehicle may be specified by task order.

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## 5.11 Fireline Construction and Maintenance – Line Item 0011

- 5.11.1 Level of Difficulty - The level of difficulty for fireline construction is determined by the task order. The level is based on the following:

Item 0011AA - Level I - Fireline construction utilizing a tractor.

Item 0011AB - Level II - Hand fireline renovation, where firelines have previously been constructed. May include up to 200 feet of new construction when existing fireline location is deemed inadequate for holding purposes.

Item 0011AC - Level III - When hand firelines are constructed away from the unit boundaries, outside of unit slash or construction of firelines does not involve cutting through continuous downed slash.

Item 0011AD - Level IV - When hand firelines are constructed on unit boundaries or through continuous downed slash. Throw back or pull back of slash is necessary.

- 5.11.2 All fireline construction shall be performed and maintained in accordance with the following specifications. This applies to the preburn fireline construction and any postburn fireline construction, which may be required in the event of a spot fire, slopover, or an escape.

a. Location - Unless otherwise designated, firelines shall be located adjacent to the unit boundary, within 50 feet outside of actual unit boundary, firelines shall be located entirely on federal ownership unless there is an agreement in place with other landowners, in locations affording the optimal holding capability. The Government may in situations where ownership boundaries or where special areas of protection exist, choose to clearly mark the pre-burn and post-burn fireline location with colored plastic ribbon. The Contractor shall comply with the provisions of 3.5, above. Variations in the fireline will be permitted if necessary to avoid impacts to cultural resources or other sensitive sites. If cultural and/or T&E species sites are found during fireline construction, the Contractor shall stop line construction and immediately notify the COR. The fireline shall be constructed to follow the flagged line as closely as possible. Variations will be permitted if unforeseen obstacles are found. Cultural and/or T&E sites shall not be damaged. The COR shall be notified if cutting or limbing is needed in cultural and/or T&E sites.

b. Clearing Limits

1) Hand fireline shall be cleared to a width of 8 feet and a height of 8 feet. The width shall be measured parallel with the ground (slope distance). The height shall be measured from the side of the line adjacent to the unit. A strip at least 2 foot wide to a maximum of 3 feet wide, and centered within the cleared area shall be cleared to mineral soil. A strip less than 2 feet wide may be designated on some units, or as specified in task order.

2) Tractor fireline shall be cleared to a single blade width to mineral soil. Specific width of tractor fireline to be specified in the task order. Height shall be cleared to 8 feet measured from the side adjacent to the unit.

c. Material to be Cleared - Within the 8-foot line, the following material shall be cut and removed:

1) Forbs, shrubs and other vegetation. Cut to within 18 inches of ground level or as close as possible without damaging tools.

2) Cut live trees under four inches in diameter at ground level or as close as possible without damaging tools. No green trees larger than 4 inches shall be cut, or as specified in task order. The fireline shall be located to avoid larger green trees.

3) Limbs extending within the fireline shall be cut close to the tree if the point of cutting can be reached from the ground (about 8 feet from the ground). Limbs shall be cut when they enter the fireline clearing limits if they cannot be cut at the tree. Limbs cut close to the tree need not be cut flush but need to be void

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of sharp hazardous points.

4) Slash and litter shall be removed from the 8-foot (both height and width) fireline clearing strip. Natural ground duff need not be removed except from within the 3-foot strip on the fireline work area, or as specified in task order.

5) A 4 ½ -foot section shall be removed from logs located across the fireline, or as specified in task order.

d. Disposal of Cleared Material - Material cut from within the fireline shall be placed on the unit side of the fireline and scattered. Soil berms and piles will not be permitted on top of flammable material. Log sections may be rolled downhill and away from the unit provided that they are left outside the fireline.

e. Snags and High Stumps - Snags or high stumps may be left next to the fireline when designated or approved by the Government.

f. Side Slopes - On side slopes that are steeper than 30 percent, the 3-foot wide strip shall be cup trenched sufficiently to catch rolling material 6 inches or less in diameter.

g. Water Bars - Water bars shall be constructed in all firelines. The water bar shall consist of a diagonal ditch across the three-foot wide mineral soil portion of the fireline, but not in excess of the following guidelines. The water bar shall be a minimum of 6 inches to 10 inches deep and approximately 5 feet long.

Percent of Slopes:      00% - 09% - 1 Water Bar Every 200'  
    10% - 15% - 1 Water Bar Every 100'  
    16% - 20% - 1 Water Bar Every 75'  
    21% +      - 1 Water Bar Every 50'

h. Maintenance - Within two days prior to day of ignition, the mineral soil strip along the fire line shall be restored and cleared to mineral soil.

## 5.12 **Fuels Pullback – Line Item 0012**

5.12.1 Levels of Difficulty - The level of difficulty for fuels pullback will be determined by the task order. The level is based on the number of trees/snags per acre to be treated, as follows:

Item 0012AA - Level I - Fuels pullback on less than 20 trees or snags per acre.

Item 0012AB - Level II - Fuels pullback on 20 to 40 trees or snags per acre.

Item 0012AC - Level III - Fuels pullback on 40 to 60 trees or snags per acre.

5.12.2 All fuels pullback shall be performed in accordance with the following specifications.

a. Trees/snags to be treated - Perform fuels pullback from leave trees and snags as designated by the task order.

b. Clearing - Each tree/snag designated for pullback shall be cleared of all surface fuels, including litter, and aerial fuels from a 2-foot wide area, 8 feet in height, around the tree/snag. Material greater than 3" diameter within the clearing zone shall be pulled/rolled at least 4 feet from the bole. Care shall be taken to maintain the lower duff layer as damage to sub-surface roots could occur. Clearing shall include removing ladder fuels 8 feet up the bole of the tree/snag. This may require some pruning or cutting of material with a pulaski, handsaw, or chainsaw.

c. Removed debris - Scatter all removed debris and avoid concentrating the debris. On sloping ground, debris shall be scattered uphill or side hill from the tree/snag. No removed debris shall be below the tree/snag on a slope. On flat ground, any direction is acceptable.

## 5.13 **Prescribed Fire Modules – Line Item 0013**

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5.13.1 Prescribed Fire Modules may be ordered when the Government is conducting prescribed fire and is in need of assistance in one or more prescribed fire operations. These operations include the following: burn site preparation, ignition assistance, holding assistance, burned unit patrol, and mop-up of burned unit(s). Prescribed Fire Modules can be ordered for any one of the above operations, a combination, or all of the operations.

5.13.2 Prescribed Fire Modules will be identified in task order and consist of modules of various amounts and types of resources required on a Daily Rate to meet the prescribed fire objectives. Work assignments will average 8 to 12 hours per day. Individual assignments may range from as few as 3 hours and shall not exceed 16 hours per day.

Subitem 0013AA - Prescribed Fire Module Level 1 - Two-Person Crew Module - Consisting of two (2) crew members (one FFT1 and one FFT2), equipment and transportation.

Subitem 0013AB - Prescribed Fire Module Level 2 - Five-Person Crew Module - Consisting of five (5) crew members (one FFT1 and four FFT2), equipment and transportation.

Subitem 0013AC - Prescribed Fire Module Level 3 - Twenty-Person Crew Module - Consisting of twenty (20) crew members (one CRWB, three FFT1, and sixteen FFT2), equipment and transportation.

Subitem 0013AD - Prescribed Fire Module Level 4 - Engine Module - Consisting of one (1) Engine, minimum Type 6 (250 gallons), engine boss (ENGB) and assistant (FFT2) - two (2) total people.

Subitem 0013AE - Prescribed Fire Module Level 5 - Engine Module - Consisting of one (1) Engine, minimum Type 4 (750 gallons), engine boss (ENGB) and two assistant (FFT2) - three (3) total people.

Subitem 0013AF - Prescribed Fire Module Level 6 - Two-Person Crew & Water Delivery System Module - Two-Person Crew consisting of two (2) crew members (one FFT1 and one FFT2), equipment and transportation; and Water Delivery System.

Subitem 0013AG Prescribed Fire Module Level 7 - Water Tender Module - Consisting of one (1) Water tender, minimum 1,000 gallons with operator.

5.13.3 Ordering Prescribed Fire Modules - Task orders will be issued for Prescribed Fire Modules. The Government may orally request services 16 hours in advance of need.

Prescribed Fire Modules are measured on a Daily Rate. Daily Rate shall apply from the hours of 0001 thru 2400, regardless of number of hours worked. Daily Rate starts when Module(s) arrive at the predetermined work site or meeting location.

a. Ordered services may be canceled 6 or more hours in advance of need without an adjustment to the contract.

b. Cancellation of ordered services in less than 6 hours and prior to reporting for work will result in each Prescribed Fire Module being paid at 20 percent of the Daily Rate.

c. Cancellation of ordered services after arrival at the project or service of up to 3 hours after arrival at the project will result in the payment of 30 percent of the Daily Rate for each Prescribed Fire Module. Services beyond 12 hours in a day will earn an additional 20 percent of the daily rate.

d. Multiple Prescribed Fire Modules may be ordered for the same unit.

e. Situations may occur when Prescribed Fire Modules are needed in short response times. The Government may request Prescribed Fire Modules Level for an arrival time shorter than 6 hours. If the Contractor is able to respond and arrive in less than 6 hours, additional payment of 20% will be made. The 6-hour time factor for rapid response will be measured from the exact time the Contractor is orally requested to provide Module(s) until the exact time the ordered Module(s) are either orally canceled by the Government or arrive at the predetermined work site or meeting location.

5.13.4 Should the Contractor (1) fail to provide the ordered services; (2) quit work early or leave work before being released, or (3) fail to complete the project as specified in the Prescribed Fire Incident Action Plan Objectives, the task order may be

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considered in default. Payment will be made for work completed.

5.13.5 Start-Work Procedures - The Government will notify the Contractor via telephone or direct communications of the Prescribed Fire Modules required and the type of prescribed fire operation to be performed. The Contractor shall notify the COR or PI of any concerns or questions regarding understanding of, or Contractor's ability to successfully achieve, the Prescribed Fire Plan or Prescribed Fire Incident Action Plan Objectives, Standards, and Assignments. This notification shall occur at the time of ordering, briefing, or anytime during the shift. Depending on the prescribed fire operation, a briefing will be held via direct communication or telephone. The briefing can be held on or in the vicinity of the work site, at the agency office, or other agreed-upon location. The Contractor shall be required to respond and arrive at the agreed upon location at a specified time for the briefing. At the briefing, the Government will provide the Contractor with the following:

- a. Items listed in Section 4.2a. and b.
- b. Prescribed Fire Plan or Prescribed Fire Incident Action Plan.
- c. Briefing on Prescribed Fire Plan and Objectives, Standards, and Assignments for prescribed fire assistance.
- d. Communications instructions and chain of command.
- e. Identification of any priorities.
- f. Safety concerns and issues.
- g. Target completion time, anticipated length of shift.

5.13.6 Prescribed Fire Module Requirements - The following are the descriptions of requirements for personnel, transportation, engines, water tenders, and equipment for each of the Prescribed Fire Modules.

a. Subitem 0013AA - Two-Person Crew

- 1) Two (2) persons (one FFT1 and one FFT2, one person must be FALA qualified)
- 2) Transportation - one vehicle capable of reaching burn unit
- 3) Equipment:  
Pulaski - 1  
Shovel - 1  
Fedcos or equivalent backpack water pumps - 2  
Chainsaw - 1

b. Subitem 0013AB - Five-Person Crew

- 1) Five (5) persons (one FFT1, one FALA, and three FFT2)
- 2) Transportation - 1 or 2 vehicles capable of reaching burn unit
- 3) Equipment:  
Pulaski - 3  
Shovel - 2  
Fedcos or equivalent backpack water pumps - 5  
Chainsaw - 1

c. Subitem 0013AC - Twenty-Person Crew

- 1) Twenty (20) persons (one CRWB, three FFT1, four FALA, and 12 FFT2)
- 2) Transportation - 2 to 4 vehicles capable of reaching burn unit
- 3) Equipment:  
Pulaski - 13  
Shovel - 10  
Fedcos or equivalent backpack water pumps - 20  
Chainsaw - 4

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d. Subitems 0013AD - Type VI Engine, Minimum of 250 Gallons

1) Engine - Self-propelled unit equipped with a minimum of 250 gallon water tank and pump capable of pumping a minimum 30 gallons per minute at 100 psi through 1/4-inch nozzle at the end of a 50-foot length of 1 inch hose and equipped with minimum of 200 feet of 1-inch rubber hose, on a live reel, and additional hose to reach a total of 1500 feet. Additional hose can be 1-inch or 1 and one-half inch cotton/synthetic jacket rubber lined hose, appropriate fittings, and at least 2 nozzles. Operator and assistant - two (2) people (engine boss (ENGB) and assistant (FFT2), with one person FALA qualified).

2) Equipment:

Pulaski - 1

Shovel - 1

Fedcos or equivalent backpack water pumps - 1

Chainsaw - 1

Fuel to operate pump and engine for 16 working hours

e. Subitems 0013AE - Type IV Engine, Minimum of 750 Gallons

1) Engine - Self-propelled unit equipped with a minimum of 750 gallon water tank and pump capable of pumping a minimum 50 gallons per minute at 100 psi through 1/4-inch nozzle at the end of a 50-foot length of 1 inch hose and equipped with minimum of 200 feet of 1-inch rubber hose or cotton/ synthetic lined hose, on a live reel, and additional hose to reach a total of 1500 feet. Additional hose can be 1-inch or 1 and one-half inch cotton/synthetic jacket rubber lined hose, appropriate fittings, and at least 2 nozzles. Engine Boss and two assistants - three (3) people (engine boss (ENGB) and two assistant (FFT2), with one person FALA qualified).

2) Equipment:

Pulaski - 2

Shovel - 1

Fedcos or equivalent backpack water pumps - 2

Chainsaw - 1

Fuel to operate pump and engine for 16 working hours

f. Subitems 0013AF - Water Delivery System

1) Two (2) persons (one FFT1 and one FFT2)

2) Equipment:

Portable water-holding tank (Fold-A-Tank or equivalent) of a minimum of 1,000 gallons capacity or greater.

One and one-half inch (1-1/2") hose – 2,000 feet

One-inch (1") hose - 1,500 feet

Gated "Y" valves - 12

Reducers: one and one-half inch (1-1/2") to one inch (1") - 6

Nozzles: combination fog and stream - 6

2 Portable Pumps - pressure type, one and one-half inch (1-1/2") outlet and suction hose, with screened foot valve, capable of 40-70 gallons per minute, with 20 gallons of pump fuel.

3) All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshall.

4) The installation of this system on a work site could require that the equipment be left on the site overnight following the end of the shift for use during the next day's shift.

g. Subitem 0013AG - Water Tender

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- 1) Water Tender - Self-propelled unit equipped with a minimum of 1000-gallon water tank and pump capable of pumping a minimum of 200 gallons per minute, equipped with a dump valve of at least a minimum 4-inch (6-inch preferred) diameter so water can be discharged into portable tanks. This valve should be at the bottom of the tank to allow complete water discharge and should have a clearance of 34 inches from ground to bottom of outlet. This Subitem includes operator and fuel to operate pump and engine for 16 working hours.
- 2) Tenders shall have a valve, adaptable to 1 ½ -inch National Hose threads (NH) installed at the bottom of the tank so pressure or suction lines (hose) can allow filling or drafting by other engines. (Note: Adaption of valve with fittings is acceptable).
- 3) Tender pump assemblies may be driven either by power take-off (PTO) or engine drive. The pump shall be plumbed with a suction outlet so water can be drafted from a water supply such as a pond, river, or creek to refill the tank or pump direct to the prescribed fire site.

- 5.13.7 All water delivery vehicles (Subitems 0013AD, 0013AE, and 0013AG) are expected to be full of water prior to arrival at the work site.
- 5.13.8 Burn Site Preparation: This operations involved minor site preparation including cleaning up or improving existing firelines, fuels pullback, reduction of fuel concentrations along control lines (i.e. breaking up jackpots of fuel, slashing, pruning).
- 5.13.9 Ignition Assistance: This prescribed fire operation involves the direct igniting of fuels, usually with a drip torch. Ignition assistance by the Contractor shall be from crew members from the Two, Five, and Twenty Person Crew Modules. When the Government is ordering Prescribed Fire Modules to assist in ignition operations, the Government will provide Prescribed Fire Burn Boss, Firing Boss, Holding Specialist function, drip torches and ignition fuel. The Government may also provide crew members. The Contractor's crew supervisor shall maintain contact with the Firing Boss through mutually agreed upon communications system at all times.
- 5.13.10 Holding Assistance: This prescribed fire operation can involve any of the Prescribed Fire Modules. Conduct holding operations in accordance with the prescribed fire plan. Relocation of personnel and equipment may be required as ignition and burnout progresses. The Contractor's crew supervisor shall recognize the need for and make such relocations, dependent upon on-site weather and fire conditions. Extinguish any fire outside the fireline of the unit, or unit boundary, and promptly report this to the PI at the site. A fireline shall be constructed completely around any fire, slopover, or spot fire outside the primary unit boundaries. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for three feet on either side and six feet overhead. Do not fell any reserved trees or snags which may have fire in them without approval of the PI. The Contractor's crew supervisor shall maintain contact with the Holding Specialist Function through mutually agreed upon communications system at all times.
- 5.13.11 Patrol Assistance: This prescribed fire operation can involve Crew Modules or Engine Modules or a combination of both. Patrol includes checking previously burned units for visible smokes or hot spots and taking mop-up actions as prescribed in the Prescribed Fire Incident Action Plan for that day. The Contractor's crew supervisor shall maintain contact with the Government representative through a mutually agreed upon communications system at all times.
- Patrol shall include the visual inspecting of all sites where burning was performed, and checking for and mop-up of burning material that threatens the achievement of mop-up objectives or the mop-up standards for each unit's burn plan or Prescribed Fire Incident Action Plan. Patrol shall also include taking actions to prevent fire escape outside the unit boundary and/or to prevent reburn within the unit boundary. Immediately take actions to fireline, mop up, and identify all slopovers or spot fires. If Contractor is unable to contain or control slopover or spot fires with patrol resources, when Government personnel are not on site will promptly, within 30 minutes after discovery, notify the Government of the situation and continue to take action to contain or control fire.
- 5.13.12 Mop-Up Assistance: This prescribed fire operation can involve any of the Prescribed Fire Modules. The Contractor and the Government representative shall review the plan daily to ensure validity of plan, adequacy of



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assigned resources and timely completion of work.

Complete mop-up and patrol of unit(s) to the extent provided for in this section to meet the mop-up objectives of (1) the prevention of fire escape outside the primary unit boundaries, and (2) prevention of reburn within unit boundaries. Patrol and mop-up shall begin immediately following completion of ignition on any portion or whole of each unit.

- 5.13.13 The before mentioned personnel requirements are those identified in NWCG 310-1. The individual subitems show qualifications required and the definitions section under “Mnemonics” ties in NWCG 310-1. This publication is on-line at [www.nwcg.gov/pms/docs/PMS310-1.pdf](http://www.nwcg.gov/pms/docs/PMS310-1.pdf). The Contractor will ensure that all employees possess a valid and current Wildland Fire Qualification System certification record. The contractor must present qualifications documentation when bidding on tasks. Company issued certification card will identify the qualifications for the position the employee is occupying. Information on the certification card shall include: name of the person typewritten or printed, list of position(s) the person is qualified for, the date they passed the work capacity fitness test if required for the position(s), and the date of the individual’s annual refresher training. The certification card must be signed by the Certifying Official (Contractor or Contractor Association), which validates the contractor or contractor’s employee(s) qualifications. The Contractor must maintain all documentation (training certificates and completed task books) that support qualifications. The Government is not responsible for certifying or maintaining qualification records for contractors or contractor’s employee(s). The certification card will be in the possession of each employee while assigned.

#### **5.14 Related Services for Fuels Treatments – Line Item 0014**

- 5.14.1 Snag Felling –Item 0014AA  
Snag felling in this item is for the objectives of human safety, assist holding, and mop-up operations by removing source of spotting and fire spread. Snag felling in this Item is separate from snag felling in Fuel Modification Zone, Items 0008 and 0009.
- 5.14.2 Fell snags as specified by task order. Snags will generally range in size from 6 inches DBH to 40 inches DBH. It is estimated that snag felling will be required for not more than 40 trees. Stump height shall be as low as possible consistent with adequate safety considerations. The quantities on the Schedule of Items are estimated. Snag felling is measured on a team (faller and swamper) hourly basis, beginning upon arrival at the unit, excluding lunch breaks and travel time, ending when work is completed. Time should be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of snag felling in operation.
- 5.14.3 Snags shall be felled such that firelines remain free of debris. Restore firelines to original clear condition following snag felling.
- 5.14.4 Tractor Operations –Item 0014AB; Lowboy Transport – Item 0014AC and Hauling Slash – Item 0014AD
- 5.14.5 Tractor operations under this Item shall include utilization of a tractor to crush vegetation, roadblock removal and restoration, and removal of soil or debris to allow mop-up of burning material that is buried. The quantities on the Schedule of Items are estimated. Tractor operations is measured on an hourly basis, beginning upon arrival at the access point to the unit, excluding lunch breaks and travel time, ending when work is completed. Time will be rounded up to the nearest quarter hour. Times shall be recorded and submitted by the Contractor, subject to verification by the COR based on spot checks of tractor operations.
- 5.14.6 Crushing of vegetation by tractor operation is done in all or portion of unit(s) to create fuel conditions that allow for safety of ignition personnel and create optimal fuel moisture and arrangement to meet prescribed fire objectives. This is typically accomplished in shrubfields. Tractor operations are conducted along the slope contour on slope percentages less than 35 percent. COR will issue written instructions regarding location, spacing, reserved areas, and access for each unit(s).
- 5.14.7 Roadblock construction, removal and restoration shall consist of the following:
- a. Restore vehicle access to specified units, which may be inaccessible due to materials piled in road. A minimum of 10 feet in width shall be made passable for all project vehicles.

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b. Following acceptance of the unit(s) for which access has been restored, and within 5 days of receipt of the notice of unit acceptance from the COR, return the road to its original blocked condition to prevent vehicle passage on specified roads along with any pervious existing waterbars.

- 5.14.8 Mop-up of burning material utilizing a tractor is required when material is buried beyond reach utilizing hand tools. This usually, but not always, occurs under landings in timber harvest units. Uncover the burning material to the extent that the material is fully accessible and available to be mopped-up.
- 5.14.9 Item 0014AC - Provide transport for the dozer to and from the general area of the work site. When many moves are required (as constructing a number of widely separated road blocks) and the distance between work sites prohibits walking the machine the Contractor shall be paid by the move (Item 0018AC). This subitem is for transportation of Item 0014AB.
- 5.14.10 Item 0014AD - Provide transportation for the removal from a work site of the slash or excess vegetation to an offsite location specified in the task order. Basic unit shall be one ton of material per mile (Item 0018AD).
- 5.14.11 Item 0014AE - Load and transport (haul) on a per ton, per mile basis, based on certified weight receipts or as estimated in the task order, to a location as specified in the task order.
- 5.14.12 Item 0014AF - Relocation of existing piles from present location to that location(s) specified in the task order. Unless approved by the COR, maximum pile size shall be 10 feet in diameter by 8 feet in height, and minimum pile size shall be 7 feet in diameter by 5 feet in height, or as specified in task order.
- 5.14.13 Item 0014AG - Air Curtain - Provide for on-site location and delivery of Air Curtain Burner. Mobilization and demobilization costs are included within the daily rate. The loading of slash and operation of the Air Curtain Burner may be completed by government employee or representative.

## **5.15 Air Curtain Burners – Line Item 0015**

- 5.15.1 Level of Difficulty - The level of difficulty for air curtain burners is determined by the task order. The level is based on the relative tonnage of the material to be incinerated and access to the slash material.

Item 0015AA - Level I – Less than 40 tons/acres to be incinerated. All material adjacent or on accessible roads.

Item 0015AB - Level II - 40 - 70 tons/acre to be incinerated. All material adjacent or on accessible roads.

Item 0015AC - Level III - 70 - 100 tons/acre to be incinerated. All material adjacent or on accessible roads.

Item 0015AD - Level IV – Greater than 100 tons/acre to be incinerated. All material adjacent or on accessible roads.

Item 0015AE - Level V - Less than 40 tons/acres to be incinerated. Not all material is adjacent or on accessible roads. Material may be off road within the treatment unit.

Item 0015AF - Level VI - 40 - 70 tons/acre to be incinerated. Not all material is adjacent or on accessible roads. Material may be off road within the treatment unit.

Item 0015AG - Level VII - 70-100 tons/acre to be incinerated. Not all material is adjacent or on accessible roads. Material may be off road within the treatment unit.

Item 0015AH - Level VIII - Greater than 100 tons/acre to be incinerated. Not all material is adjacent or on accessible roads. Material may be off road within the treatment unit.

- 5.15.2 All air curtain burners must have emission standards that meet current Environmental Protection Agency (EPA) standards for particulate matter.

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## 5.16 Mechanical Severing and Piling Line Item 0016

- 5.16.1 Level of Difficulty - The level of difficulty for severing is determined by the task order. The level is based on the crown closure and slope of the area to be mechanically severed and piled on slopes as follows:

Item 0016AA - Level I - Crown closure of material to be severed is estimated to be between 0 and 30 percent total cover. Slope is under 30%.

Item 0016AB - Level II - Crown closure of material to be severed is estimated to be between 0 and 30 percent total cover. Slope is from 30 to 45%.

Item 0016AC - Level III - Crown closure of material to be severed is estimated to be between 31 and 60 percent total cover. Slope is under 30%.

Item 0016AD - Level IV - Crown closure of material to be severed is estimated to be between 31 and 60 percent total cover. Slope is from 30 to 45%.

Item 0016AE - Level V - Crown closure of material to be severed is estimated to be greater than 60% percent total cover. Slope is under 30%.

Item 0016AF - Level VI - Crown closure of material to be severed is estimated to be greater than 60% percent total cover. Slope is from 31 to 45%.

- 5.16.2 Severing surplus vegetation using a mechanical shear or saw, as specified in the task order, followed by piling of the severed material. If a specific type of mechanized equipment is required (i.e. track mounted swing, wheel carriage), this will be specified in the task order. Pile location and size will be specified in the task order, but could be expected to range in size from 8 to 20 feet in height.

- 5.16.3 Leave trees are to be left on each acre treated. Task order will specify number of leave trees, spacing and type.

## 5.17 Mechanical Fuels Treatment (Grinding) – Line Item 0017

- 5.17.1 Level of Difficulty - Grinding/shredding of material by a wheeled or tracked mounted vehicle equipment either hydraulic or PTO driven cutter head with a minimum head lift height of 9' to alter the vegetation type in accordance with a specified level of work, prescription, or as otherwise specified in task order. (Note: Individual task orders may require a higher minimum lift height). Horizontal or vertical positioning of cutter head may be specified in task order. The task order may also specify whether the equipment required will be tracked or wheeled. The level of difficulty for grinding is determined by the task order. The level is based on the total percent cover of material to be ground (chipped) and slope of the area to be treated by mechanical grinding on slopes below 46%, as follows:

Item 0017AA - Level I - Percent cover of material to be treated is estimated to be between 0 and 30 percent total cover. Slope is under 30%.

Item 0017AB - Level II - Percent cover of material to be treated is estimated to be between 0 and 30 percent total cover. Slope is from 30 to 45%.

Item 0017AC - Level III - Percent cover of material to be treated is estimated to be between 31 and 60 percent total cover. Slope is under 30%.

Item 0017AD - Level IV - Percent cover of material to be treated is estimated to be between 31 and 60 percent total cover. Slope is from 30 to 45%.

Item 0017AE - Level V - Percent cover of material to be treated is estimated to be greater than 60% percent total cover. Slope is under 30%.

Item 0017AF - Level VI - Percent cover of material to be treated is estimated to be greater than 60%

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percent total cover. Slope is from 30 to 45%.

Item 0017AG - Level VII - A specific spacing footage will be designated by Government, within the range of 10' X 10' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (10' X 10' spacing equals 435 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average less than 40 percent cover.

Item 0017AH - Level VIII - A specific spacing footage will be designated by Government, within the range of 10' X 10' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (10' X 10' spacing equals 435 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average between 40 and 60 percent cover.

Item 0017AI - Level IX - A specific spacing footage will be designated by Government, within the range of 10' X 10' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (10' X 10' spacing equals 435 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average greater than 60 percent cover.

Item 0017AJ - Level X - Mechanical Thinning with Created Opening. Slope is less than 46%.

Item 0017AK - Level XI - Mechanical Woodland Maintenance. Slope is less than 46%.

Item 0017AL - Level XII - Mechanical Plantation Maintenance. Slope is less than 46%.

Item 0017AM – Level XIII – Mechanical Thinning, Slope is less than 46%, Mechanical ground 60%, Hand Severing ground 40%.

Item 0017AN – Level XIV – Mechanical Thinning, Slope is less than 46%, Mechanical ground 80%, Hand Severing ground 20%.

- 5.17.2 Each task order will specify the level of difficulty, the specifications, the ranking of preferred species and the size range limits for treatment, whether hardwoods and/or conifers are included, and if any individual species are reserved from treatment.
- 5.17.3 Accomplish grinding throughout the entire unit, excluding areas identified by the task order or by excessive slope as reserved from treatment.
- 5.17.4 Mechanically grind all slash and brush as identified in the task order. No live limbs shall be left on the stump of any ground stem.
- 5.17.5 All surplus vegetation and slash shall be ground or cut, such that no woody piece is greater than 3 feet in length.
- 5.17.6 Chip depth above the normal plane of the ground shall be specified in the task order.
- 5.17.7 Cut trees, hardwoods or brush lodged in or covering a leave tree shall be dislodged or removed before grinding.
- 5.17.8 Mechanical Thinning with Created Opening – Item 0017AJ

The Contractor shall perform the following treatments:

a. Group selection areas - Create a selection area (53-foot radius) around all pine trees greater than 12 inches DBH. Cut and grind all surplus vegetation identified within group selection areas. Description of surplus vegetation is found in Section 2.0.

b. Outside and between group selection areas.

1) Outside of group selection areas when dense patches of conifers are encountered, acceptable leave trees shall be selected to result in an average 12' x 12' spacing when acceptable leave trees are less than 1" DBH, an average 18' x 18' spacing when acceptable crop trees are between 1.1 and

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4" DBH, and average 27' x 27' spacing when acceptable leave trees are between 4.1 and 10" DBH. All conifers greater than 10 inches are reserved from cutting. In areas where more than one DBH class is present, the larger spacing shall prevail. The largest, healthiest, best formed conifer trees shall be selected as acceptable leave trees. Acceptable leave trees greater than 10 inches DBH shall be considered in the spacing. Selected acceptable leave trees shall be spaced 18 feet from acceptable live conifer leave trees larger than 10 inches DBH. The Contractor may vary the spacing + or - 25 percent in order to select the best acceptable leave tree. Species precedence for leave trees will be designated in the task order. Cut all surplus vegetation. The COR may vary species preference by written direction.

2) Hardwoods shall be selected to average 45' x 45' spacing. Spacing may be varied + or - 25 percent in order to select the best hardwood leave tree. The largest and healthiest hardwood tree shall be selected for leave. Species preference will be designated in the task order. Cut only surplus hardwoods as described in definitions, Section 2.0. No hardwoods greater than 12 inches DBH shall be cut or damaged.

3) When the distance between leave trees exceeds the above spacing criteria, leave shrubs or leave shrub clumps shall be selected. Spacing shall be 20 feet as measured from the stem or clump center. Include any live shrub or shrub clump that is at least one (1) foot tall and 3-10 feet in crown diameter as measured from the center of clump. Leave shrubs and leave shrub clumps shall be selected in approximately equal number when both are present. Species preference for leave shrubs will be designated in the task order. Cut all surplus vegetation.

5.17.9 Mechanical Woodland Maintenance – Item 0017AK

5.17.9.1 Leave trees shall not be damaged or cut.

5.17.9.2 Acceptable conifer trees between 1 and 10 inches DBH shall be thinned to average 25 x 25-foot spacing between stems, plus or minus 25% for individual trees. The overall spacing of 25' x 25' shall be maintained. The largest or most vigorous trees shall be selected for retention.

5.17.9.3 Specified trees of less than 10 inches DBH shall be thinned to average 100' x 100' spacing between stems plus or minus 25% for individual trees. The overall spacing of 100' x 100' shall be maintained. The largest or most vigorous trees shall be selected for retention.

5.17.9.4 Hardwoods shall be selected to average 25' x 25' spacing. Spacing may be varied plus or minus 25 percent in order to select the best hardwood leave tree. The largest and healthiest hardwood tree shall be selected for leave. Leave trees may include singles, clumps or groups. Species preference will be designated in the task order. Cut only surplus hardwoods as described in definitions, Section 2.0. No hardwoods greater than 10 inches DBH shall be cut or damaged.

5.17.9.5 Cut and grind all surplus shrubs whose stems are located under or within 10 feet of the crowns of selected or designated leave trees. Thin all surplus shrubs that are beyond 10 feet of the crowns of selected or designated leave a tree to an average 25' spacing plus or minus 25% for individual shrubs. Shrub species to be cut shall be specified in the task order.

5.17.10 Mechanical Plantation Maintenance - Item 0017AL

5.17.10.1 Treatment involves a pre-commercial thinning. Leave trees shall not be damaged or cut.

5.17.10.2 Acceptable conifer trees between 1 and 10 inches DBH shall be thinned to average 25 x 25-foot spacing between stems, plus or minus 25% for individual trees. The overall spacing of 25' x 25' shall be maintained. The largest or most vigorous trees shall be selected for retention.

5.17.10.3 Specified trees of less than 10 inches DBH shall be thinned to average 100' x 100' spacing between stems plus or minus 25% for individual trees. The overall spacing of 100' x 100' shall be maintained. The largest or most vigorous trees shall be selected for retention.

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5.17.10.4 Hardwoods shall be selected to average 25' x 25' spacing. Spacing may be varied plus or minus 25 percent in order to select the best hardwood leave tree. The largest and healthiest hardwood tree shall be selected for leave. Leave trees may include singles, clumps or groups. Species preference will be designated in the task order. Cut only surplus hardwoods as described in definitions, Section 2.0. No hardwoods greater than 10 inches DBH shall be cut or damaged.

5.17.10.5 Cut and grind all surplus shrubs whose stems are located under or within 10 feet of the crowns of selected or designated leave trees. Thin all surplus shrubs that are beyond 10 feet of the crowns of selected or designated leave a tree to an average 25' spacing plus or minus 25% for individual shrubs. Shrub species to be cut shall be specified in the task order.

5.17.11 Mechanical Thinning and Hand Severing-Item 0017AM

Percent cover of material to be treated is estimated to be between 31 and 60 percent total cover. Percent of area to be Mechanically Thinned-Grinding is 60 percent. The remaining area to be hand severed and slash handpiled. Each task order will specify requirements for handpiles.

5.17.12 Mechanical Thinning and Hand Severing-Item 0017AN

Percent cover of material to be treated is estimated to be between 31 and 60 percent cover. Percent of area to be Mechanically Thinned – Grinding is 80 percent. The remaining area to be hand severed, and slash handpiled. Each task order will specify requirements for handpiles.

**5.18 Mechanical Fuels Treatment (Piling) – Line Item 0018**

5.18.1 Level of difficulty - The level of difficulty for piling of already down woody material is determined by the task order. The level is based on the unit density or amount of the material to be piled, according to the slope of the area to be mechanically piled by an excavator with a swing device or rake equipped dozer. Specific equipment requirements will be specified in the task order.

Item 0018AA – Level I - Unit density of material to be swing grapple piled is estimated to be between 0 and 30 percent total cover. Slope is under 30%.

Item 0018AB - Level II - Unit density of material to be swing grapple piled is estimated to be between 0 and 30 percent total cover. Slope is from 30 to 45%.

Item 0018AC - Level III - Unit density of material to be swing grapple piled is estimated to be from 31 to 60 percent total cover. Slope is under 30%.

Item 0018AD - Level IV- Unit density of material to be swing grapple piled is estimated to be from 31 to 60 percent total cover. Slope is from 30 to 45%.

Item 0018AE - Level V - Unit density of material to be swing grapple piled is estimated to be greater than 60% percent total cover. Slope is under 30%.

Item 0018AF - Level VI - Unit density of material to be swing grapple piled is estimated to be greater than 60% percent total cover. Slope is from 30 to 45%.

Item 0018AG - Level VII - Unit density of material to be dozer piled is estimated to be from 0 to 30 percent total cover. Slope is under 30%.

Item 0018AH - Level VIII - Unit density of material to be dozer piled is estimated to be from 31 to 60 percent total cover. Slope is under 30%.

Item 0018AI - Level IX - Unit density of material to be dozer piled is estimated to be greater than 60% percent total cover. Slope is under 30%.

Item 0018AJ - Level X - Unit density of material to be piled by an excavator is estimated to be between 0

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and 30 percent total cover. Slope is under 30%.

Item 0018AK - Level XI - Unit density of material to be piled by an excavator is estimated to be between 0 and 30 percent total cover. Slope is from 30 to 45%.

Item 0018AL - Level XII - Unit density of material to be piled by an excavator is estimated to be between 0 and 30 percent total cover. Slope is greater than 45%.

Item 0018AM- Level XIII - Unit density of material to be piled with an excavator is estimated to be between 31 to 60 percent total cover. Slope is under 30%.

Item 0018AN- Level XIV - Unit density of material to be piled with an excavator is estimated to be between 31 to 60 percent total cover. Slope is from 30 to 45%.

Item 0018AO - Level XV - Unit density of material to be piled with an excavator is estimated to be between 31 to 60 percent total cover. Slope is greater than 45%.

Item 0018AP - Level XVI - Unit density of material to be piled by an excavator is estimated to be greater than 60 percent total cover. Slope is under 30%.

Item 0018AQ - Level XVII - Unit density of material to be piled by an excavator is estimated to be greater than 60 percent total cover. Slope is from 30 to 45%.

Item 0018AR - Level XVIII - Unit density of material to be piled by an excavator is estimated to be greater than 60 percent total cover. Slope is greater than 45%.

Item 0018AS - Level XIX - Per hour rate to mechanically pile.

5.18.2 Slash to be Treated - The material to be treated consists of all down woody material less than 12 inches in diameter and 16 feet or less in length (excluding duff and litter) created from vegetation treatments (such as harvest, thinning, or slashing, etc.) or created through natural process. Maintain levels of down woody material as not exceed 1 foot in depth.

5.18.3 An inventory or tally of the size, shape and number of piles shall be made following the instructions in the task order and recorded on the pile inventory form provided by the Project Inspector.

## **5.19 Mechanical Fuels Treatment (Slash Crushing) – Line Item 0019**

5.19.1 Level of Difficulty - The level of difficulty and equipment requirements for crushing are determined by the task order and as follows:

Item 0019AA - Level I - Unit density of slash to be dozer crushed is estimated to be between 0 and 30 percent total cover. Slope is under 30%.

Item 0019AB - Level II - Unit density of slash to be dozer crushed is estimated to be between 31 and 60 percent total cover. Slope is under 30%.

Item 0019AC - Level III - Unit density of slash to be dozer crushed is estimated to be greater than 60 percent total cover. Slope is under 30%.

Item 0019AD - Level I - Unit density of vegetation material to be dozer crushed is estimated to be between 0 and 30 percent total cover. Slope is under 30%.

Item 0019AE - Level II - Unit density of vegetation material to be dozer crushed is estimated to be between 31 and 60 percent total cover. Slope is under 30%.

Item 0019AF - Level III - Unit density of vegetation material to be dozer crushed is estimated to be greater than 60 percent total cover. Slope is under 30%.

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- 5.19.2 Items 0019AA, 0019AB, and 0019AC: The level is based on the unit density or amount of the material to be dozer crushed by a tomahawk-equipped dozer or equivalent crushing device on slopes under 30% for the area to be crushed. Material to be treated by crushing is all slash 3 to 10 inches in diameter.
- 5.19.3 Items 0019AD, 0019AE, and 0019AF: All live, standing vegetation, greater than 2 feet in height and 3 feet in length, but not over 6 inches DBH shall be completely severed with the stump height not to exceed 6 inches. This will be the standard size for treatment unless otherwise designated in the task order. Individual species may be specified as reserved from crushing on individual units. Material to be treated by crushing may be live or dead standing, as stated in the task order.
- 5.19.4 The fuel bed shall be treated such that down woody debris and fallen boles are broken up. Slash depth is lowered to the litter layer without visible air spaces.

## 5.20 Mechanical Fuels Treatment (Chipping) –Line Item 0020

- 5.20.1 Level of Difficulty - The level of difficulty for chipping is determined by the task order. The level is based on the total percent cover of material to be chipped and slope. Chipping shall occur at the location of the material to be treated as specified in the task order, by a mobile chipper shredder or equivalent, either wheeled or tracked, to reduce vegetation.
- Item 0020AA - Level I - Percent cover of material to be treated is estimated to be between 0 and 30 percent total cover. Slope is under 30%.
- Item 0020AB - Level II - Percent cover of material to be treated is estimated to be between 0 and 30 percent total cover. Slope is from 30 to 45%.
- Item 0020AC - Level III - Percent cover of material to be treated is estimated to be between 31 and 60 percent total cover. Slope is under 30%.
- Item 0020AD - Level IV - Percent cover of material to be treated is estimated to be between 31 and 60 percent total cover. Slope is from 30 to 45%.
- Item 0020AE - Level V - Percent cover of material to be treated is estimated to be greater than 60 percent total cover. Slope is under 30%.
- Item 0020AF - Level VI - Percent cover of material to be treated is estimated to be greater than 60 percent total cover. Slope is from 30 to 45%.
- Item 0020AG - Level VIII - Percent cover of material to be treated is estimated to be between 0 and 30 percent total cover. Slope is over 45%.
- Item 0020AH - Level IX - Percent cover of material to be treated is estimated to be between 31 and 60 percent total cover. Slope is over 45%.
- Item 0020AI - Level X - Percent cover of material to be treated is estimated to be greater than 60 percent total cover. Slope is over 45%.
- Item 0020AJ - Level VII – Per hour cost to chip material.
- Item 0020AK – Mastication (Preparation for Biomass Utilization)- Chipping vegetation with a mobile chipper shredder (either wheeled or tracked) to reduce vegetation to chips of a specified size (may range from ½” to 3” on any side) in accordance with the level of work specified in the contract/task order.
- 5.20.2 Each task order will specify the level of difficulty, the specifications, the ranking of preferred species and the size range limits for treatment, whether hardwoods and/or conifers are included, and if any individual species are reserved from treatment.



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- 5.20.3 Accomplish chipping throughout the entire unit, excluding areas identified by the task order or by excessive slope as reserved from treatment.
- 5.20.4 Mechanically chip all slash and brush under Item 0020. Slash includes any cut vegetation or existing natural (dead and down) woody debris.
- 5.20.5 All surplus vegetation and slash shall be ground or cut, such that no woody piece is greater than 3 feet in length, except for line item 0026AK.
- 5.20.6 Chip depth shall not be more than 12 inches above the normal plane of the ground.
- 5.20.7 Contractor shall furnish two warning signs to be placed on the roadside prior to entrance to the work area. Signs shall be a minimum of 3 feet by 3 feet in dimension and shall warn of possibility of flying debris.
- 5.20.8 Chips under 0020AK are to be piled for future removal from the site as specified in the task order.

## 5.21 **Thinning, Pruning and Piling – Line Item 0021**

- 5.21.1 Level of Difficulty - The level of difficulty for thinning, pruning and piling is determined by the task order. The level is based on the combination of the amount and size of material to be slashed, the expected number of trees per acre (TPA) to be treated and the expected number of piles per acre, as follows:

Item 0021AA - Level I – Unit density of material to be severed is estimated to average 20 percent or less of the total cover, less than 20 TPA and an average of 18 piles per acre.

Item 0021AB - Level II - Unit density of material to be severed is estimated to average 21 to 40 percent total cover, 20 to 50 TPA and an average of 19 to 30 piles per acre.

Item 0021AC - Level III - Unit density of material to be severed is estimated to average 41 to 60 percent total cover, 50 to 100 TPA and an average of 31 to 40 piles per acre.

Item 0021AD - Level IV - Unit density of material to be severed is estimated to average greater than 60 percent total cover, 100 to 150 TPA and an average of 41 to 50 piles per acre.

Item 0021AE - Level V - Unit density of material to be severed is estimated to average greater than 60 percent total cover, greater than 150 TPA and an average of greater than 51 piles per acre.

## 5.22 **Clear Cut and Scatter – Line Item 0022**

- 5.22.1 Level of Difficulty - Use mechanical cutting techniques as specified in the task order to remove all vegetation from an identified area to sever all trees and brush over 2 inches in diameter and scattering it over the area as specified in the level of work. The level of difficulty for slashing is determined by the task order. The level is based on the relative amount of the material to be slashed, according to size of material to be slashed, as described, and percent cover, as follows:

Item 0022AA - Level I - The expected number of trees or shrubs to be treated is less than 30 stems per acre.

Item 0022AB - Level II - The expected number of trees or shrubs to be treated is between 30 and 60 stems per acre.

Item 0022AC - Level III -The expected number of trees or shrubs to be treated is between 60 and 120 stems per acre.

Item 0022AD - Level IV -The expected number of trees or shrubs to be treated is greater than 120 stems per acre.

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### 5.23 **Mechanical Fuels Treatment (Chaining) – Line Item 0023**

- 5.23.1 Level of Difficulty (with government supplied chain and appurtenances) - The two tractors shall operate as a unit with one on each end of the chain. The tractors shall generally be operated parallel to each other, in an offset, or “J” pattern, although there may be occasions when a “see-saw” type operation will be necessary. When working on the contour, the tractors shall stay close enough together to maintain the chain configuration specified. The chain shall not be permitted to straighten out between the pulling units. Chain shall not be pulled at a speed in excess of 4 mph. Chains may - be 180-500 feet in length with weights ranging from 60-140+ pounds per link (a link = about 20”) in 20 pound per link intervals with tractors of a draw bar horsepower specified in the task order sufficient to pull the chain effectively. Task order to define type of chain (i.e. smooth or Ely Chain (Links with Railroad Iron cross bars welded to the links)). Trees and snags identified in level of difficulty are 12” in diameter at the base of the tree.

Item 0023AA - Level I – Easy terrain (0-10% slope with no large rock, and less than five trees/snags per acre).

Item 0023AB - Level II – Moderate terrain (10-20% slope with little or no large rock and/or 6 to 30 trees/snags per acre).

Item 0023AC - Level III – Difficult terrain (20-30% slope and/or moderate levels of large rock, and/or 31 to 60 trees/snags per acre).

Item 0023AD - Level IV – Extremely difficult terrain (slope greater than 30% and/or high concentrations of large rock, and/or greater than 61 trees/snags per acre).

- 5.23.2 Accomplish chaining throughout the entire unit, excluding leave areas or wildlife travel corridors identified by the task order or by excessive slope as reserved from treatment. Individual species may be specified as reserved from chaining on individual units.
- 5.23.3 Level of difficulty above is for one pass of the chain. For green tree chaining, a second pass is required traveling in the opposite direction of the first pass (two way chaining). Number of passes will be specified in the task order.

### 5.24 **Mechanical Fuels Treatment (Dixie Harrow) – Line Item 0024**

- 5.24.1 Level of Difficulty - Using specified equipment (Dixie Harrow or equivalent pulling a 40-foot wide 12,000 lb. harrow), treatment will be done on the contour where possible to reduce or remove brush. Number of applications and direction of treatment will be specified in the task order.

Item 0024AA - Level I - Percent cover of material to be treated is estimated to be between 0 and 30 percent total cover. Slope is under 30%.

Item 0024AB - Level II - Percent cover of material to be treated is estimated to be between 0 and 30 percent total cover. Slope is from 30 to 45%.

Item 0024AC - Level III - Percent cover of material to be treated is estimated to be between 31 and 60 percent total cover. Slope is under 30%.

Item 0024AD - Level IV - Percent cover of material to be treated is estimated to be between 31 and 60 percent total cover. Slope is from 30 to 45%.

Item 0024AE - Level V - Percent cover of material to be treated is estimated to be greater than 60% percent total cover. Slope is under 30%.

Item 0024AF - Level VI - Percent cover of material to be treated is estimated to be greater than 60% percent total cover. Slope is from 30 to 45%.

### 5.25 **Mechanical Fuels Treatment (Mowing) – Line Item 0025**

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- 5.25.1 Levels of Difficulty – Mowing of perennial and annual grasses and/or brush by mechanical method. Beating or chopping is also included of brushy vegetation ½ to 3 inches in diameter at the base and up to 3 feet in height. Level of difficulty for mowing treatment is determined by the task order.

Item 0025AA – Level I Average depth of grass for this level is less than 12 inches.

Item 0025AB – Level II Average depth of grass for this level is 12 inches or more, but not greater than 24 inches.

Item 0025AC – Level III Average depth of grass for this level is greater than 24 inches.

Item 0025AD – Level IV Average depth of brush for this level is less than 12 inches.

Item 0025AE – Level V Average depth of brush for this level is 12 inches or more, but not greater than 24 inches.

Item 0025AF – Level VI Average depth of brush for this level is greater than 24 inches.

## 5.26 **Mechanical Fuels Treatment (Grubbing, Root Knife) – Line Item 0026**

- 5.26.1 Levels of Difficulty –Removal of tree/stump by mechanical means, utilizing dozer with root knife attachment, backhoe/tracks hoe utilizing hoe, or any other tracked or rubber tired equipment. The level of difficulty and equipment requirements for grubbing/root knife are determined by the task order.

Item 0026AA – Level I Removal/severing of stumps on unit with tree density of 0-100 stems per acre.

Item 0026AB – Level II Removal/severing of stumps on unit with tree density of 100-200 stems per acre.

Item 0026AC – Level III Removal/severing of stumps on unit with tree density of 200-300 stems per acre.

Item 0026AD – Level IV Removal/severing of stumps on unit with tree density of 300+ stems per acre.

- 5.26.2 Use of mechanical equipment to thin trees and remove the stump from the ground. All roots must be severed from stump mass. Each task order will specify the type of equipment to be utilized (rubber tired, skid steer, tracked, etc.), number of trees per acre, and target tree species. Average slope of treatment unit is under 12%. Size class of trees/stumps to be removed and identified leave trees will be specified in task order.

## 5.27 **Partial Cut and Scatter – Line Item 0027**

- 5.27.1 Level of Difficulty – Using mechanical cutting techniques (such as hydro axe, feller buncher, etc.) to remove vegetation as specified in the task order. The level of difficulty for partial cutting is determined by the task order. The level is based on the expected number of leave trees per acre to be treated and/or spacing between leave trees, or the relative amount of material to be cut.

Item 0027AA - Level I - 109 acceptable leave trees at a 20' X 20' spacing. Unit density is estimated to average less than 40 percent cover.

Item 0027AB - Level II - 109 acceptable leave trees at a 20' X 20' spacing. Unit density is estimated to average between 40 and 60 percent cover.

Item 0027AC - Level III - 109 acceptable leave trees at a 20' X 20' spacing. Unit density is estimated to average greater than 60 percent cover.

Item 0027AD - Level IV - A specific spacing footage will be designated in the task order by the Government, within the range of 10' X 10' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (10' X 10' spacing equals 435 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average less than 40 percent cover.

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Item 0027AE - Level V - A specific spacing footage will be designated in the task order by the Government, within the range of 10' X 10' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (10' X 10' spacing equals 435 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average between 40 and 60 percent cover.

Item 0027AF - Level VI - A specific spacing footage will be designated in the task order by the Government, within the range of 10' X 10' up to 45' X 45' for conifers and hardwoods in combination. The number of acceptable leave trees will be determined by the spacing designated (10' X 10' spacing equals 435 trees/acre, 45' X 45' spacing equals 22 trees/acre). Unit density is estimated to average greater than 60 percent cover.

## 5.28 **Spot Application of Herbicide – Line Item 0028**

- 5.28.1 Level of Difficulty - The level of difficulty for spot application of herbicide is determined by the task order. The level is based on the expected number of trees or clumps per acre to be treated with herbicide, and whether the treatment is cut stump or basal bark application. Cut stump application will require cutting a stem and painting the end of the stump with the herbicide specified in the task order. Basal bark/foliar application will require spraying the basal bark area of the targeted tree or shrub with a backpack pump or four-wheeler mounted sprayer. Specific application techniques, herbicide formulations and species to be sprayed will be outlined in the task order. The government will provide the herbicide required for the treatment. The contractor must meet the required State Pesticide Application certification requirements and present documentation when bidding on tasks. These certification requirements will be outlined in the individual task orders.

Item 0028AA - Level I – Cut and paint stumps with required herbicide formulation on sites with 0 to 50 trees or clumps per acre.

Item 0028AB - Level II - Cut and paint stumps with required herbicide formulation on sites with 50 to 100 trees or clumps per acre.

Item 0028AC - Level III - Cut and paint stumps with required herbicide formulation on sites with more than 100 trees or clumps per acre.

Item 0028AD - Level IV - Spot spray (basal bark/foliar application) with required herbicide formulation on sites with 0-50 trees or clumps per acre.

Item 0028AE - Level V - Spot spray (basal bark/foliar application) with required herbicide formulation on sites with 50-100 trees or clumps per acre.

Item 0028AF - Level VI – Spot spray (basal bark/foliar application) with required herbicide formulation on sites with more than 100 trees or clumps per acre.

## 5.29 **Broadcast Application of Herbicide – Line Item 0029**

- 5.29.1 Level of Difficulty - The level of difficulty for broadcast ground application of herbicide is determined by the task order. The level is based on the number of acres to be treated and number of treatments. A second application will only be done if further control is required. Specific application techniques, season of application, herbicide formulations and species to be sprayed will be outlined in the task order. The government will provide the herbicide required for the treatment. The contractor must meet the required State Pesticide Application certification/license requirements and present documentation when bidding on tasks. These certification requirements will be outlined in the individual task orders.

Item 0029AA - Level I – First Application with required formulation on unit size between 0 to 100 acres.

Item 0029AB - Level II - First Application with required formulation on unit size between 100 to 500 acres.

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Item 0029AC - Level III - First Application with required formulation on unit size greater than 500 acres.

Item 0029AD - Level IV - Second Application with required formulation on unit size between 0 to 100 acres.

Item 0029AE - Level V - Second Application with required formulation on unit size between 100 to 500 acres.

Item 0029AF - Level VI – Second Application with required formulation on unit size greater than 500 acres.

#### 1452.237-71 UTILIZATION OF WOODY BIOMASS

1. The contractor may remove and utilize woody biomass if:
  - (a) Project work is progressing as scheduled; and
  - (b) Removal is completed before contract expiration.
2. To execute this option, the contractor must submit a written request to the Government.
3. Following receipt of the written request, and if appropriate, the Government and the contractor will negotiate and execute a separate timber/ vegetative sales contract under 43 CFR 5400. Payment under the timber/ vegetative sale contract must be at a price equal to or greater than the appraised value of the woody biomass. The contractor must make any appropriate payment specified in the related timber/ vegetative sales contract before removal may be authorized.
4. If required by law, regulation or Bureau policy, the Government will prepare a timber/vegetative sales notice and/or prospectus, including volume estimates, appraised value and any appropriate special provisions.
5. The contractor must treat any woody biomass not removed in accordance with the specifications in the service contract.
6. The sales contract and service contract are severable; default or termination under either contract does not remove the contractor from payment or performance obligations under the other contract.

## INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

### QUALITY ASSURANCE PLAN/INSPECTION

The Government will inspect completed units as a basis for acceptance and payments, and to provide recommendations to improve work quality while work is in progress. The Contractor is responsible for providing quality control to assure that work complies with requirements of contract specifications.

All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. Treatment inspections are for the sole benefit of the Government and shall not release the Contractor of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

Inspections will be made on a series of 1/40th acre (18.625 feet radius), or as specified in each task order, plots located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least one percent sample the work unit.

Each inspection plot will be subdivided into four (4) quadrants based on cardinal directions. Each quadrant will be evaluated for compliance with all contract specifications as stated in Section C that pertains to that individual treatment. If two (2) or more quadrants fail to comply, the plot will fail.

#### Work Quality Percentage

Work quality percentages are derived from data developed from inspection plots. The total number of satisfactory plots divided by the number of plots inspected determines the quality rate. This rate multiplied by 100 provides the work quality percentage.

Example:	Number of plots inspected	25
	Number of satisfactory plots	23
	23 divided by 25	.92
	Work Quality Percentage	92%

Acceptable Quality Level - Acceptance of work will be based on compliance with all Section C.5.0 Specific Tasks that correspond to

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the treatment. A minimum basic quality of 85 percent is required.

Unsatisfactory Work - If the work quality falls below 85 percent, the COR will immediately notify the Contractor in writing and direct the Contractor to improve the quality of his work. If the quality of work is not raised to an acceptable level within 5 working days after written notification, the Contracting Officer may issue a Suspend Work Order to resolve the problem, during which time contract performance time will continue to run. If untreated or unsatisfactory treated areas are the primary reason for unsatisfactory work, the area shall be reworked to obtain satisfactory work quality. If, after the allowable time for correction of the quality of work, the COR in conjunction with the Contracting Officer may deduct a percentage of funds from the line items that corresponds to the 85 percent required and the actual percentage obtained. Disagreement between the parties will be subject to the clause entitled "Disputes".

#### Performance Time -

In the event that work is performed that is contrary to the requirements in the task order the Government is not liable for costs incurred by the contractor during negligent performance that is without the fault or negligence of the Government.

### **CONTINUATION OF SF1449**

Block 27: The full text of a clause or provision may be accessed electronically at [www.arnet.gov/far/](http://www.arnet.gov/far/)

#### **CONTRACT CLAUSES**

##### **52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far/>

Clause	Title	Date
52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS	MAR 2009
52.215-2	AUDIT AND RECORDS - NEGOTIATION	MAR 2009
52.216-18	ORDERING <u>Date of award through January 31, 2013</u>	OCT 1995
52.216-19	ORDER LIMITATIONS (a) <u>\$5,000</u> ; (b)(1) <u>\$475,000.00</u> ; (b)(2) <u>\$475,000.00</u> ; (c) <u>2 days</u>	OCT 1995
52.216-22	INDEFINITE QUANTITY (d) <u>the date agreed to in the task order</u>	OCT 1995
52.217-8	OPTION TO EXTEND SERVICES <u>30 days</u>	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (a) <u>10 days</u> ; <u>30 days</u> (c) <u>36 months</u> .	MAR 2000
52.242-14	SUSPENSION OF WORK	APR 1984
52.243-1	CHANGES – FIXED PRICE	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	AUG 2009
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

##### **52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (AUG 2009)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

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(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer shall check as appropriate.]*

**XX** (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

**XX** (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

**XX** (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

\_\_\_ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

\_\_\_ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_ (7) [Reserved]

**XX** (8) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (9) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

**XX** (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

**XX** (11) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)

\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

**XX** (12) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

\_\_\_ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (14) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

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\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (15) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (16) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

\_\_\_ (18) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

**XX** (19) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

\_\_\_ (20) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).

**XX** (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

**XX** (22) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

**XX** (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

**XX** (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

**XX** (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

\_\_\_ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

**XX** (31) 52.225-1, Buy American Act--Supplies (Feb 2009)(41 U.S.C. 10a-10d).



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**XX** (32) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (33) 52.225-5, Trade Agreements (Jun 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

**XX** (34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (38) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

**XX** (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

\_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (41) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

**XX** (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).

**XX** (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

**Employee Class**  
Laborer

**WG Level**  
2

**Monetary Wage**  
\$13.07

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Truckdriver, Light	6	\$17.49
Truckdriver, Medium	7	\$18.61
Truckdriver, Heavy	8	\$19.71
Heavy Equipment Operator	9	\$22.33

XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small

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business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

## **AUTHORITY**

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

## **GOVERNMENT FURNISHED PROPERTY AND DATA**

The Government is not obligated to furnish any real or personal property or data under this contract, unless specified otherwise in this contract, and the Contractor is not authorized to acquire any real or personal property or data at the Government's expense under this contract unless specifically stated otherwise in this contract.

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## KEY PERSONNEL

(a) The contractor shall assign to this contract the following key personnel:

To Be Determined During Negotiations (Individual names shall be included in the resultant contract through incorporation of the Contractor's proposal. Revisions in accordance with the provisions of this clause will be made by superseding letters)

(b) During the first year of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, termination of employment, or otherwise approved by the CO. The contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide information required by paragraph (c) below. After the initial year, the contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitution.

(c) The contractor shall provide an explanation of the circumstances necessitating the proposed substitution, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutions should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The key listing of personnel shall be modified by superseding letters.

## ORDERING PROCEDURE(S)

To the maximum extent possible, site visits will be held prior to the task order pricing submission. However, in no event shall failure of the offeror to visit the site prior to submitting pricing result in any change in pricing due to site conditions.

Performance under this contract shall be subject to the following ordering procedure:

(a) The Contractor shall incur costs under this contract only in the performance of Task Orders and amendments to Task Orders issued in accordance with this ordering procedure. No other costs are authorized without the express prior written consent of the Contracting Officer.

(b) From time to time during the term of this contract, Task Orders will be issued in writing, by an authorized warranted contracting officer identified herein, to the contractor designating the required work to be completed, delivery dates, and any required deliverables. The Government reserves the right to issue task orders on a unilateral basis at the prices offered when it is considered in the best interest of the Government to do so.

(c) Time permitting; the Government will furnish the contractor with a written request for pricing the requirement that will include all documentation necessary for the contractor to prepare a work plan for the individual requirement as follows:

(i) The contractor shall submit within the time requested by the Contracting Officer, a contractor work plan. The work plan is the contractor's overall estimate for the completion of the Task Order and shall include the following:

(A) Date of commencement of work, and any necessary revision to the Government's requested schedule of performance.

(B) Direct Productive Labor-Hours (DPLH), both straight and overtime, (if authorized), on a Task Order basis by applicable labor category, and the total DPLH, estimated to complete the task.

(C) In the event that certain items and or services are required and they are not contained or priced in Section B, the contractor shall immediately contact the Contracting Officer for appropriate guidance.

(D) The Contractor's Task Plan is subject to the review of the Contracting Officer. After a Task Order is issued, if any revision becomes necessary to the estimated fixed price, the contractor shall promptly submit to the Contracting Officer a revised Work Plan with explanatory notes. Revised work plans submitted by the contractor are subject to the review of the Contracting Officer.

(d) When performance time is of the essence (emergency requirement), the Contracting Officer may issue oral task orders for immediate response requirements. Those verbal orders will only be issued after confirmation of availability of appropriated funds. The contractor shall submit the required work plan information within five calendar days from the date of receipt of the verbal order.

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(e) Task Orders will be issued on forms specified and provided by the Government. Orders will be issued against this Contract based on the pricing set forth in the Schedule. The task order will be issued as a "Not to Exceed Fixed Price".

(f) After completion of each Task Order, excess funds obligated thereon will be deobligated after final payment of each Task Order by issuance of a unilateral modification.

(g) Authorized Ordering Personnel; "when formal delegation has been given" shall be:

Contract Line

Item No.

Name, Office, and Telephone

ALL

Warranted Contracting Officers within the limits of their delegated authority from those Federal Agencies specified in paragraph 1.5 of the Statement of Work.

(h) In the event that multiple awards are made under this contract the following provision will govern the placement of orders for response services among the multiple awardees:

(i) Order of Services - To order services under this contract, a Task Order Proposal Request will be forwarded to the Contractor(s) identifying the specific requirements of the individual order. The Contractor(s) shall prepare and submit a technical approach proposal, milestone schedule, and itemized price proposal for the work requested based on the rates and in accordance with the provisions contained in the Schedule of the contract. Following the negotiation of each individual task order, the Contracting Officer will issue a written task order for services on an **OF 347 ORDER FOR SUPPLIES OR SERVICES or other authorized form**. All task orders will be issued in writing, on an estimated Not-to-Exceed fixed unit price basis, by an authorized warranted Contracting Officer identified herein, to the Contractor designing the required work to be completed, delivery dates, and any required deliverables.

(ii) Multiple Awards - When multiple contracts are awarded, all contractors awarded such contracts will be provided a fair opportunity to be considered for each task. Orders will be placed in accordance with FAR 16.505, and the following criteria:

(1) Technical Approach Proposal

Past Performance - The ability to provide quality response services in an efficient and timely manner based on previous task orders.

- Adherence to performance schedule
- Quality reports submitted timely
- Responsiveness and interface with Government
- Minimal problems encountered

Technical Approach

- Contractors approach to performing the required services.

(2) Price Criteria -

- Adherence to cost control (budget)

The ordering activity may establish a technical/price evaluation relationship. If such is not specifically established for an order, the order shall be placed with the Contractor providing the lowest evaluated price for the services, which met the order activity's technical requirements, established in accordance with the criteria above.

Exceptions to item (b) above may occur when the following conditions apply:

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(1) The need for the services is of such urgency (emergency response) that providing such opportunity to all Contractors would result in unacceptable delays in fulfilling that need. In this event orders will be rotated among the contractors.

(2) Only one contractor is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized.

(3) The task order will be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to a task order already issued under the contract; provided that all contractor(s) were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(5) The Government reserves the right to issue unilateral task orders based on the pricing proposed in the Schedule without prior coordination with the contractor on an as required basis.

Task order awards will be made to the Contractor(s) who provide the best value to the Government, price and/or other factors considered.

(i) Incurred Cost - The Contractor(s) shall incur costs under this contract only in the performance of task orders and modifications to task orders issued in accordance with these ordering procedures. The price stated in the task order shall be considered the maximum allowable expenditure for the designated order. No other costs are authorized without the express prior written consent of the Contracting Officer.

#### **CONTRACT PRICE REDUCTION**

Due to the multiple award nature of this acquisition, contractors may deem it appropriate to offer price reductions due to market conditions or other factors when competing for orders under this contract, however, unit prices in the basic contract may not be exceeded at any time.

The contractor may, at any time during the life of the contract, reduce the fixed unit price of item(s) included in the contract. Any price reduction for the remainder of the life of the contract shall be incorporated into the contract by modification.

The contractor may reduce the fixed unit price(s) of item(s) included in the contract on a one-time basis for a specific delivery order, for a set period of time for orders placed during that time, or in any other manner consistent with commercial practice.

#### **TECHNICAL DIRECTION**

(a) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:

- (1) Constitutes an assignment of additional work outside the Statement of Work;
- (2) Constitutes a change as defined in contract clause FAR 52.243-1 Changes-Fixed Price;
- (3) Causes an increase or decrease in the total price or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions or specifications of the contract; or
- (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(b) The term "technical direction" is defined to include:

- (1) Directions to the Contractor which redirect the contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor, which assists in the interpretation of drawings, specifications or technical

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portions of the work description.

(3) Review, and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(c) Technical directions can be issued in writing or verbally by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (a)(1) through (5) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under contract clause FAR 52.243-1 Changes-Fixed Price;

(2) Advise the Contractor within a reasonable time that the Government shall issue a written change order or;

(3) Rescind the technical direction.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of clause FAR 52.233-1 Disputes.

#### **PER DIEM AND TRAVEL ALLOWANCE**

Costs incurred by contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable only to the extent that they do not exceed the rates and amounts set by Subchapter I of Chapter 57 of Title 5, United States Code, or by the Administrator of General Services or the President (or his designee) pursuant to any revision of such subchapter; and, if this is a cost type contract, are allowable pursuant to FAR 52.216-7 Allowable Cost and Payment. Prior approval of the Contracting Officer, or his authorized representative must be obtained before travel. Travel not directed by the Government will not be reimbursed by the Government unless also approved by the Contracting Officer or his authorized representative prior to travel. For purposes of this clause, the term "contract personnel" is defined as all full-time and part-time employees of the contractor's firm, subcontractors and consultants performing any work under this contract.

#### **INDEMNIFICATION**

The Contractor shall defend, indemnify, and hold harmless to the full extent permitted by law the United States Government and its employees and agents from and against any and all claims, damages, demands, suits, actions, judgments, liabilities, defaults, or costs and expenses, including court costs and attorney fees (all of which shall collectively be referred to herein as the "Liabilities"), including without limitation any claims or proceedings relating to any hazardous wastes or toxic substances present on each site or location, or involving any violation of, or any liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Occupational Safety and Health Act or any other federal, state, or local environmental statutes or any amendment thereto, extension thereof, or regulations there under, arising out of the contractor's negligent performance and/or willful misconduct hereunder.

Notwithstanding any other provisions herein to the contrary, the contractor shall not be obligated to indemnify the United States Government and its employees and agents for liabilities caused by their negligent acts or omissions.

Contractor's and Government's obligations under this clause shall survive any expiration or termination of this contract or the period of performance hereunder for a period of five (5) years from the date of expiration or termination or completion of the last performance date of any task order issued under this contract.

The contents of this clause shall flow down to all subcontractors.

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#### **1452.228-70      LIABILITY INSURANCE--DEPARTMENT OF THE INTERIOR (JUL 1996)**

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

<u>TYPE OF INSURANCE</u>	<u>COVERAGE</u>
Automobile Liability	\$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage.
Comprehensive General Liability	\$500,000.00 per occurrence on the comprehensive form of policy.
Workman's Compensation	Contractor shall comply with applicable and Employers Liability Federal and State Workers' compensation and occupational disease statutes. Employer's liability coverage of at least \$100,000 is required except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(Other as Required by State and/or Federal Law)

#### **THIS MANDATORY INSURANCE PROVISION SHALL FLOW DOWN TO ALL SUBCONTRACTORS**

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

#### **OTHER CONTRACTS**

The Government may undertake work with it's own forces or award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors and Government employees and carefully fit its own work to such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act, which shall interfere with the performance of work by any other Contractor or by Government employees.

#### **PUBLICITY**

(a) The contractor agrees that there shall be no release of any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) All information will be released to the news media by BLM or other Federal Agencies utilizing this contract.

#### **HEALTH AND SAFETY**

The nature of the work to be performed under this contract may involve inherently hazardous situations. Further requirements are specified in the Statement of Work.

#### **PROTECTION OF CULTURAL RESOURCES**

The Contractor shall be responsible for the protection from damage by their actions of all cultural resources so identified by the BLM or other Federal Agencies utilizing this contract within the effected area. In addition, they shall be liable for all damage to the identified cultural resources caused by their actions or the actions of their agents or representatives. The Contractor shall immediately notify the PI, COR, or CO if any damage occurs to any cultural resource and immediately halt work in the area in which damage has occurred until authorized to proceed.

If the Contractor, subcontractors, or employees of any of these discovers previously unknown cultural resources (such as prehistoric or historic archaeological sites, artifacts, graves, ruins, fossils, etc.), they shall notify the COR immediately using telecommunications



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(e.g., telephone, cellular phone) as well as in writing within 24 hours. Such notice shall include the specific area of discovery and the means taken to protect the discovery from further disturbance. The Contractor will ensure that no artifacts or other materials or objects will be removed from the scene of discovery without prior authorization from an appropriate BLM official; violations may subject the Contractor, subcontractors, their agents and/or representatives to criminal and civil prosecution under federal laws. Operations may resume only after receipt of written authorization from an appropriate BLM official. Actions taken under this paragraph shall be subject to the FAR 52.242-14 Suspension of Work.

## STATE AND LOCAL TAXES

In accordance with FAR 29.303 and FAR 31.204-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any state and local taxes for which an exception is available. The Contractor is responsible for determining the availability of state and local tax exemption and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a state and local tax exemption. The Contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

## TASK ORDER OMBUDSMAN

The task order contract ombudsman for this contract is: **Chief of the Contracting Office, National Operations Center, Building 50, P.O. Box 25047, Denver Federal Center, Denver, Colorado 80225**. In accordance with FAR 16.505(b)(5), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number L09PS00969, **Fuels Management Services**. Failure of an agency to follow ombudsman advice may result in termination of the agency's authority to place orders.

## WORK HOURS

With the exception of prescribed fire items, work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon. Agency specific work/rest guidelines for fire incidents must be adhered to.

## PROSECUTION OF THE WORK

The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

## ENVIRONMENTAL INTERRUPTION OF WORK

Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order, which will document the date the work suspension ends. An allowance has been included in the contract time for short-term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under **BLM Manual 6840**, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to FAR 52.242-14 Suspension of Work.

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## **SUBCONTRACTS**

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- (a) Name of subcontractor
- (b) Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

## **RESTORATION OF RESOURCES**

Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

## **FIRE DANGER SEASON**

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

## **UNDOCUMENTED WORKERS**

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

## **MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION**

As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.
- f. Basic first aid supplies under the charge of a person trained to administer first aid.

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g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

## **IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL**

Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

## **PROSECUTION OF WORK**

The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in specifications, the Contracting Officer shall have the right to select the sequence of work to be completed under the contract.

The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be incompetent, careless or otherwise objectionable.

## **LOSS OR DAMAGE OF GOVERNMENT PROPERTY**

### Responsibility for Government Property

The Contractor assumes full responsibility for and shall compensate the Government for any and all loss or damages of whatsoever kind and nature to any and all Government property, including any equipment, supplies accessories or part furnished, while in his custody and care for storage, repairs or service to be performed under the terms of this contract, resulting in whole or in part from the negligent act or omissions of Contractor, any subcontractor or any employee agent or representative of Contractor or subcontractor.

### Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, subcontractor, or any employee agent or representative of contractor or subcontractor.

## **ENDANGERED SPECIES**

In the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973 as amended are discovered to be present in or adjacent to the project area the Government shall direct the Contractor to discontinue all operations pending review of the project area by the respective field office or state office biologist to determine potential effects from project activities. The Government may direct the Contractor to discontinue all operations pending review of the project area by the respective field office or state office biologist in the event that BLM sensitive or state listed species, identified under [33] BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to FAR 52.242-14 Suspension of Work.

## **REPORTS**

During performance of work under this contract the Contractor shall furnish the following reports to the Contracting Officer.

A) Contractor will provide quarterly reports to the Contracting Officer on the effectiveness and success of meeting the Contractors plan for providing employment opportunities to people in local rural communities and the contractors plan for providing training opportunities to people in local rural communities. Both of the aforementioned plans that were submitted with the response to the initial request for proposal have been incorporated herein and made a part of this contract. Failure to meet or exceed the plan expectations may be cause for termination of the contract.

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B) On a semi-annual basis, the Contractor will provide to the Contracting Officer a listing of task orders received and completed for the preceding period. As a minimum this list will contain:

- (1) Order Number of Task Orders received broken down by ordering activity.
- (2) Estimated dollar value of Task Orders received broken down by ordering activity.
- (3) Final dollar value of Task Orders received broken down by ordering activity.
- (4) Status of Task Orders received broken down by ordering activity as complete or active.
- (5) Total number of acres treated and method of treatment by line item number of Task Orders received, broken down by ordering activity.

#### **ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP) (AUGUST 2009)**

All payment requests must be submitted by Suppliers electronically through the U.S. Department of the Treasury's Internet Payment Platform System (IPP) beginning February 1, 2010. The U.S. Department of the Treasury Financial Management Service (FMS), in partnership with the Federal Reserve Bank of Boston (FRBB), a fiscal agent of the U.S. Treasury, is offering the IPP service for use by Federal Government and their suppliers at no charge. The IPP facilitates the conversion of paper-based processes to electronic interactions by providing a Web-based portal for easy data access at no charge to Agencies and their suppliers. NOTE: The Internet Payment Platform (IPP) is the Department of Interior (DOI) preferred method of submitting invoices for payment.

"Payment request" means any request for contract financing payment of invoice payment by the Supplier. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and Process" and FAR 52.232-25.

Suppliers can enroll to access and use IPP for submitting requests for payment by going to the website at <https://www.ipp.gov/>. Supplier assistance with enrollment can be obtained by contacting the FBMS Customer Support Desk at 703-793-5575 or email [FBMS\\_IPP@FBMS.doi.gov](mailto:FBMS_IPP@FBMS.doi.gov).

If your firm is unable to comply with using IPP for submitting invoices for payment due to lack of an account with a financial institution; a physical or mental disability; a geographic, language, or literacy barrier; or a financial hardship, then you must inform the contracting officer orally or in writing.

#### **EMPLOYMENT ELIGIBILITY VERIFICATION (JANUARY 2009)**

(a) Definitions. As used in this clause-

"Commercially available off-the-shelf (COTS) item"-

(1) Means any item of supply that is-

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee-

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or

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another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of-

(i) All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for-

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

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- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

**LIST OF ATTACHMENTS**

<u>Attachment</u>	<u>Description</u>
A	Wage Determinations